

**EXHIBIT B**

Daniel Powell  
October 09, 2018

Page 1

1       BEFORE THE AMERICAN ARBITRATION ASSOCIATION

2       SOFCO ERECTORS, INC.,       )

3               Claimant,       )

4               vs.       )

Case No.  
01-18-0001-3790

5       OHIO OPERATING       )  
6       ENGINEERS PENSION FUND,       )

7               Respondent.       )

8

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10                               DEPOSITION OF

11                               DANIEL POWELL

12

13                       Taken at the offices of  
14                       VORYS SATER SEYMOUR AND PEASE LLP  
15                       52 East Gay Street  
16                       Columbus, Ohio 43215

17                       on October 9, 2018, at 10:01 a.m.

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19                       Reported by: Julia Lamb, RPR, CRR

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1 APPEARANCES:

2 Mark B. Gerano  
3 JACKSON LEWIS P.C.  
4 425 Walnut Street, Suite 2300  
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6 513.898.0050  
7 Mark.Gerano@jacksonlewis.com

8 on behalf of the claimant.

9 Daniel J. Clark  
10 Andrew T. Jordan  
11 VORYS SATER SEYMOUR AND PEASE LLP  
12 52 East Gay Street  
13 Columbus, Ohio 43215  
14 614.464.6400  
15 djclark@vorys.com  
16 atjordan@vorys.com

17 on behalf of the Respondent.

18 ALSO PRESENT:

19 John Hesford

20 --0--

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1           A. That would have been for the erectors in  
2   1990.

3           Q. Are you currently employed?

4           A. Yes.

5           Q. where?

6           A. Sofco Erectors.

7           Q. And what's your current job title?

8           A. President/COO.

9           Q. How long have you held the president/COO  
10 title?

11          A. In the range of 10 to 12 years.

12          Q. Was there a president of Sofco Erectors  
13 prior to you -- who preceded you?

14          A. Yes.

15          Q. Who was that?

16          A. Jim Ludwig.

17          Q. Jim also go by James?

18          A. Yes.

19          Q. How long was James Ludwig the president  
20 of Sofco Erectors?

21          A. Well, of this company, which started in  
22 2004, until he retired, it was a year or two.

23          Q. So he was president from 2004 for a year  
24 or two --

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1 A. Correct.

2 Q. -- before retirement.

3 Since 2004, has Sofco Erectors had any  
4 other presidents other than you and Mr. Ludwig?

5 A. John Hesford was president/CEO.

6 Q. And how long did Mr. Hesford hold the  
7 president/CEO title?

8 A. Same time frame, 10 or 12 years.

9 Q. Did Mr. Ludwig precede Mr. Hesford as  
10 president and CEO of Sofco Erectors?

11 A. Prior to that Mr. Ludwig was the sole  
12 president.

13 Q. So for -- from 2004 for one or two years  
14 until his retirement Mr. Ludwig was the sole  
15 president, and thereafter you've been working as  
16 president/COO, and Mr. Hesford has been -- held  
17 the title president/CEO. Is that correct?

18 A. I thought you said CEO twice, but I've  
19 been the COO. John has been CEO.

20 Q. What are your job responsibilities as  
21 president/COO of Sofco Erectors?

22 A. I run our Columbus operation and oversee  
23 our Indianapolis operation.

24 Q. How long has Sofco Erectors had an

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1 Q. Is there a corporate treasurer?

2 A. I'm not sure.

3 Q. Does Sofco Erectors, Inc. have a chief  
4 financial officer?

5 A. I believe we do.

6 Q. And who is that?

7 A. Caroline Riley. And my hesitation is  
8 just over titles. We're not too big on titles.

9 Q. What's the -- what type of business is  
10 Sofco Erectors, Inc. currently?

11 A. It's an erection company. Erect mostly  
12 steel and precast.

13 Q. Building erection?

14 A. Yes, sir.

15 Q. And in what geographic area does Sofco  
16 Erectors operate?

17 A. Usually in central Ohio, southern and  
18 southwestern Ohio, northern Kentucky, parts of  
19 Indiana.

20 Q. Indiana, is that primarily Indianapolis  
21 area?

22 A. Right.

23 Q. How many employees does Sofco Erectors  
24 currently have?

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1 --0--

2 BY MR. CLARK:

3 Q. Mr. Powell, you've just been handed a  
4 document marked as Exhibit 1 for your deposition  
5 today. This is a letter dated February 7, 2017  
6 to Richard Dalton, Business Manager, Local 18  
7 Operating Engineers. Have you seen this  
8 document before?

9 A. I believe so.

10 Q. At the top of the letter the letterhead  
11 says it's coming from Sofco Erectors, Inc. The  
12 second address is a 7667 Fishel Drive South,  
13 Dublin, Ohio address. You see that?

14 A. I do.

15 Q. Is that the Sofco Erectors location that  
16 you work out of?

17 A. It is.

18 Q. And was that Fishel Drive location your  
19 office location in February of 2017?

20 A. Yes.

21 Q. The body of the letter states that  
22 effective April 28th, 2017 Sofco is terminating  
23 our participation in the AGC of Ohio Building  
24 Agreement effective May 8, 2013 through

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1 April 30, 2017. You see that?

2 A. I do.

3 Q. Are you familiar with the term AGC of  
4 Ohio?

5 A. Yes.

6 Q. What is the AGC?

7 A. I believe Associated General  
8 Contractors.

9 Q. And do you know why Sofco Erectors  
10 terminated its participation in the AGC building  
11 agreement effective April 30, 2017?

12 A. I would say it was a combination of  
13 reasons.

14 Q. What were those reasons?

15 A. I mean, in Columbus the operators  
16 appeared to be ramping up their efforts to get a  
17 bigger percentage of our use of forklifts, and  
18 they started to be more aggressive, just costing  
19 us a lot of time. It became more clear that  
20 they were not working in our best interests.

21 Q. What other reasons were there for Sofco  
22 Erectors to terminate the AGC building agreement  
23 in 2017?

24 A. I mean, those were kind of my reasons.

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1 That was a decision that John Hesford and I made  
2 together.

3 Q. Other than Local 18's efforts to get the  
4 forklift operation work from Sofco, are there  
5 any other reasons for the decision to terminate?

6 A. I guess I can't remember.

7 Q. So you just remember that one reason?

8 A. I do remember that one reason.

9 Q. What did Local 18 do that indicated to  
10 you that it was intending to pursue the forklift  
11 work?

12 A. They started spending more time showing  
13 up on jobs which causes our guys to stop  
14 working.

15 Q. Who showed up on jobs?

16 A. Union representatives.

17 Q. Do you know any of their names?

18 A. Chad Creeks I think might be one of  
19 them.

20 Q. When did the union -- you said they  
21 ramped up their efforts. When did that ramp-up  
22 start in your mind?

23 A. I don't have a specific time.

24 Q. This letter was sent in February of



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1 2017. Was it in 2017 that those efforts got  
2 ramped up or was it before 2017?

3 A. I would say it was before then.

4 Q. Was it in 2016?

5 A. I don't know when it was.

6 Q. If you look back at Exhibit 1, it refers  
7 to the building agreement that was effective  
8 May 8, 2013 through April 30, 2017. You see  
9 that line?

10 A. I do.

11 Q. Are you aware of efforts prior to May 8  
12 of 2013 by Local 18 to see to it that Sofco  
13 Erectors assigned operators to forklifts?

14 A. Yes.

15 Q. How are you aware of that?

16 A. It's what I just said. They started  
17 showing up more, demanding more of our time.

18 Q. But prior to May 8, 2013 had Local 18  
19 shown up and pushed Sofco Erectors to hire  
20 operators to operate forklifts?

21 A. I would say yes.

22 Q. Were there instances where  
23 representatives of Local 18 would show up at a  
24 job site and find that a -- that someone other

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1 Q. Is he the business representative for  
2 Local 18?

3 A. One of them.

4 Q. And do you recall Mr. Creeks submitting  
5 a grievance to you regarding Sofco's failure to  
6 hire a Local 18 member to operate a forklift?

7 A. Not specifically.

8 Q. Do you recall agreeing to resolve a  
9 grievance with Mr. Creeks by agreeing that Sofco  
10 Erectors would hire an apprentice from Local 18  
11 to operate forklifts?

12 A. Again, not specifically.

13 --0--

14 (Deposition Exhibit 2 marked.)

15 --0--

16 BY MR. CLARK:

17 Q. Mr. Powell, if you could take a look at  
18 the document we've marked as Exhibit 2. This is  
19 a settlement letter dated March 24, 2014.  
20 There's a signature block on the lower  
21 right-hand page 1 of Exhibit 2. It says your  
22 name under it. Is that your signature?

23 A. Yes.

24 Q. And did you sign this settlement letter

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1 Q. And at some point was that a change in  
2 their operation? Had they previously just  
3 supplied the crane and you provided the  
4 operator?

5 A. No.

6 Q. Do you recall when the last time Sofco  
7 Erectors, Inc. directly employed a crane  
8 operator in the central Ohio market?

9 A. No.

10 Q. Was it more than five years ago?

11 A. I believe so.

12 Q. When -- was it more than 10 years ago?

13 A. Again, I'm not sure.

14 Q. Whenever it was that Sofco Erectors,  
15 Inc. last directly employed a crane operator as  
16 opposed to having an operator supplied by the  
17 crane company were those crane operators members  
18 of Local 18?

19 A. Yes.

20 Q. Prior to 2004 when you were in your  
21 position as manager of central Ohio operations  
22 for the old Sofco entity did that business  
23 utilize Local 18 members as crane operators?

24 A. Yes.

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1 in February of 2017 by this point Sofco

2 Erectors, Inc. was not employing any crane

3 operators. Is that correct?

4 A. In Columbus I believe that's true.

5 Q. Were there employees of Sofco Erectors

6 outside of Columbus that were crane operators?

7 A. I don't know that.

8 Q. Who would know that?

9 A. Perhaps John Hesford and our

10 Indianapolis manager.

11 Q. Who is the Indianapolis manager?

12 A. Ken Deladurante.

13 Q. Can you spell Ken's last name for us?

14 A. I doubt it. D-E-L -- no.

15 Q. We won't tell him that.

16 A. A-D-U-R-A-N-T-E.

17 Q. So just focused on the Columbus market

18 that you're most familiar with and focusing on

19 February of 2017 who were the Local 18 operators

20 employed by Sofco in your market?

21 A. In February of 2017. Is that the

22 question?

23 Q. Yes.

24 A. I don't know for sure. I know we have

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1 or had, I expect, a shop guy at that time named  
2 Jason Allen that was a member of Local 18 at  
3 that time. I don't know if we had others or  
4 not.

5 Q. If you did have others in the central  
6 Ohio market in early 2017, what type of work  
7 would they be doing?

8 A. They would be running forklifts. I'm  
9 sorry. Was your previous question February of  
10 2017?

11 Q. Yes.

12 A. Okay. Thank you.

13 Q. Is Jason Allen still employed with Sofco  
14 Erectors, Inc.?

15 A. He is.

16 Q. What does he do?

17 A. As I said, we kind of call him the shop  
18 guy. He does whatever is needed.

19 Q. How long has Mr. Allen been employed as  
20 the shop guy?

21 A. I'm not sure.

22 Q. More than five years?

23 A. I doubt it.

24 Q. Do you know if Mr. Allen's still a

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1 A. I believe his father Jon Allen.

2 Q. And was Jon Allen a member of Local 18?

3 A. I believe he was.

4 Q. Do you recall when Mr. Allen's  
5 employment with Sofco ended?

6 A. I do not.

7 Q. Did Mr. Allen retire from Sofco?

8 A. He retired.

9 Q. On a Sofco Erectors job site is forklift  
10 operation a full-time position on the site?

11 A. It varies.

12 Q. Are there some projects where you  
13 require full-time forklift operator?

14 A. At times.

15 Q. You say -- is it more often that  
16 forklift operation is not a full-time position  
17 on a job site, it's just something done  
18 occasionally?

19 A. I would say so.

20 Q. Jumping back. Mr. Allen, you described  
21 him as shop guy. Where is the shop that he  
22 worked out of?

23 A. That Fishel Drive in Dublin.

24 Q. He would do maintenance work there?

1           A. Just varies. Make handrail posts, fix  
2 welding leads, clean tools, run checks, errands.

3           Q. How many current projects is Sofco  
4 Erectors working on in the central Ohio market?

5           A. In the range of six.

6           Q. Do any of those six job sites have a  
7 full-time forklift operator assigned to them?

8           A. I don't believe so.

9           Q. Do all six of those job sites have some  
10 forklift work being performed on the site?

11          A. I don't know.

12          Q. Do some of them have forklift work being  
13 performed?

14          A. Yes. I was thinking no to your first  
15 question. They do not all have forklift work.

16          Q. And currently to the extent that the  
17 forklift work is being done at any of those six  
18 sites presently in the Columbus, Ohio market  
19 that work is being done by members of the  
20 ironworkers union?

21          A. Correct.

22          Q. When you were with old Sofco and  
23 managing the central Ohio market for -- I think  
24 you mentioned earlier that at that point Sofco

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1 Erectors was a party to a Collective Bargaining  
2 Agreement with Local 18, correct?

3 A. Again, I can't swear to that.

4 Q. Did you employ members of Local 18 at  
5 old Sofco in the central Ohio market?

6 A. At times.

7 Q. And those were the crane operators  
8 primarily?

9 A. Yes.

10 --0--

11 (Deposition Exhibit 3 marked.)

12 --0--

13 BY MR. CLARK:

14 Q. Mr. Powell, you've just been handed a  
15 document that we've marked as Exhibit 3. If I  
16 could have you look at Exhibit 3 in conjunction  
17 with Exhibit 1 that I showed you earlier.

18 Exhibit 1 is the letter to Mr. Daulton of Local  
19 18 terminating participation in the AGC of Ohio  
20 Building Agreement from May 8th, 2013 through  
21 April 30 of 2017. Is Exhibit 3 the Collective  
22 Bargaining Agreement that Exhibit 1 is  
23 terminating?

24 A. It appears to be.



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1 hereafter be established, shall be manned when  
2 operated on the job site by a member of the  
3 International Union of Operating Engineers and  
4 paid the rates as specified in this agreement.  
5 You see that sentence?

6 A. I do.

7 Q. And does that indicate that when this  
8 agreement establishes a wage rate for a job that  
9 that work is to be performed by an operating  
10 engineer?

11 A. I don't know if that's what it means.

12 Q. Have you ever read this work  
13 jurisdiction section of the AGC building  
14 agreement before this morning?

15 A. I'm sure I have.

16 Q. In what context did you read it before?

17 A. I don't recall.

18 Q. If you could turn back in the agreement  
19 to Sofco 2340. And these are copied sideways,  
20 but if you turn and look at what is page 53 of  
21 the agreement, do you see forklift work  
22 listed -- or forklift listed on page 53?

23 A. Rough terrain with winch/hoist. I do.

24 Q. Turning further back in the agreement to

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1 Sofco 2349.

2 A. Okay.

3 Q. I'm sorry, one more page, 2350, and on  
4 what is page 73 of the agreement there's a  
5 classification called group C, established. Do  
6 you see forklifts identified as a piece of  
7 equipment under group C?

8 A. Yes, except masonry.

9 Q. Does Sofco Erectors do any masonry work?

10 A. No.

11 Q. Turn back one page 2349. On page 70 of  
12 the agreement there's a classification described  
13 as group A. Do you see again forklift listed  
14 under group A as a classification?

15 A. I see forklift, rough terrain with  
16 winch/hoist.

17 Q. Do you know what a winch/hoist is?

18 A. I do not.

19 Q. Turn further to Sofco 2353. On page 78  
20 and going onto 79 of the agreement there's a  
21 classification group A. Do you see again  
22 forklift, rough terrain with winch/hoist listed?

23 A. Yes.

24 Q. And then turning further to Sofco

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1 2355 -- actually starts on 2354 there's a  
2 classification group C, and on 2355, which is  
3 page 82 of the agreement, do you again see  
4 forklifts except masonry listed?

5 A. Yes.

6 Q. And then turning then further to Sofco  
7 2356 there's a group E classification. Do you  
8 see under group E masonry forklift is listed?

9 A. Yes.

10 Q. So we've looked at six instances in  
11 which the AGC of Ohio Building Agreement  
12 identifies forklift work as work to be assigned  
13 to the operating engineers. You had stated  
14 earlier that you believe forklift work was  
15 ironworkers work. What is your basis for that  
16 conclusion?

17 A. What you just ran through is what the  
18 operators claim to be their work. I believe  
19 these agreements to be bits and pieces of years  
20 and years of modifying these agreements.

21 Q. Are you aware of any written  
22 modifications of the AGC building agreement with  
23 respect to forklift work?

24 A. Exhibit 3? Is that your question?

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1 Q. Yes.

2 A. I am not.

3 Q. So why do you believe that forklift work  
4 is ironworkers work?

5 A. I believe it's a jurisdictional dispute.  
6 We've used ironworkers on forklifts for years  
7 and years and years with minimal issues out of  
8 the operators.

9 Q. And you have also at times used  
10 operating engineers on forklifts, correct?

11 A. Yes.

12 Q. Have the ironworkers ever filed a  
13 grievance over your assignment of an operating  
14 engineer to operate a forklift?

15 A. I don't know.

16 Q. Have the ironworkers ever threatened to  
17 strike Sofco Erectors because of a decision that  
18 you made to assign forklift work to an operating  
19 engineer?

20 A. Not that I recall.

21 Q. Has a representative of the ironworkers  
22 union ever caused a disruption on a Sofco work  
23 site because forklift work was being performed  
24 by an operating engineer?

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1 A. Possibly.

2 Q. Do you recall when that happened?

3 A. I don't.

4 Q. Do you know that that happened?

5 A. I can recall Local 18 members operating  
6 forklifts when damage occurred. I'm not  
7 positive the union representatives were there  
8 other than Sofco employees. They may have been.

9 Q. Have the ironworkers ever filed unfair  
10 labor practice charge against Sofco because it  
11 assigned forklift work to operating engineers?

12 A. Not that I'm aware.

13 Q. Has Sofco Erectors ever been a party to  
14 a 10-K proceeding before the National Labor  
15 Relations Board regarding the assignment of  
16 forklift work?

17 A. Not that I'm aware.

18 Q. You used the term a few minutes ago it's  
19 a jurisdictional dispute. What's your  
20 understanding of the term jurisdictional  
21 dispute?

22 A. Several or multiple different building  
23 trades, unions claiming same work.

24 Q. And when there are multiple claims for

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1 BY MR. CLARK:

2 Q. You had mentioned earlier this morning  
3 that your title with the old Sofco entity was  
4 manager for the central Ohio market. Did  
5 Mr. Hesford have a title or role with old Sofco?

6 A. Yes.

7 Q. Do you recall what that title was?

8 A. I do not.

9 Q. Do you recall what Mr. Hesford's role  
10 with the old Sofco was?

11 A. Not exactly.

12 Q. Mr. Hesford a manager in the old Sofco  
13 entity?

14 A. Again, 2004 I was in Columbus.

15 Q. So your testimony you don't have any  
16 idea what Mr. Hesford was doing for the old  
17 Sofco?

18 A. That wasn't my testimony. I'd say he  
19 was taking off jobs, perhaps managing jobs.

20 Q. What was Mr. Ludwig's role with the old  
21 Sofco?

22 A. He was president as well.

23 Q. Do you know where Mr. Ludwig was  
24 physically based when he served as president of

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1 the old Sofco?

2 A. In Cincinnati.

3 Q. Do you know how long prior to -- I'm  
4 sorry. Let me back up a step.

5 Prior to the -- in 2004 Mr. Ludwig  
6 became president of the new Sofco entity. Prior  
7 to that was he serving as president of the old  
8 Sofco entity?

9 A. I believe so.

10 Q. And do you know for how long prior to  
11 2004 Mr. Ludwig had served as president of the  
12 old Sofco entity?

13 A. I do not.

14 Q. It was a period of years?

15 A. Yes.

16 Q. Was Mr. Ludwig your supervisor when you  
17 were manager for the central Ohio market for the  
18 old Sofco?

19 A. Yes.

20 Q. Was that a direct reporting relationship  
21 that you had to Mr. Ludwig?

22 A. Yes.

23 Q. Did Mr. Schmitt have any role in the old  
24 Sofco entity?

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1           A. I don't recall for sure. I attended  
2   Mr. Ciner's deposition.

3           Q. Have you read the Affidavit of Tim Gates  
4   before this morning?

5           A. Skimmed it.

6           Q. Could you look at -- this is a sworn  
7   statement of Mr. Gates as provided and it was  
8   produced to us in this matter. Could you take a  
9   look at paragraph five of Mr. Gates' affidavit.  
10   You see that?

11          A. Yes.

12          Q. He states, in March 2004 old Sofco sold  
13   its assets to Sofco Erectors Acquisition, Inc.,  
14   a company owned by John Hesford, Jim Ludwig, and  
15   Dan Powell. Do you see that?

16          A. I do.

17          Q. Would you agree with me that that  
18   statement is not accurate?

19          A. I don't know why Dave Schmitt isn't on  
20   that list.

21          Q. Would Mr. Gates have been aware  
22   Mr. Schmitt was involved in the Asset Purchase  
23   Agreement in 2004?

24          A. I don't know what he would have known.



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1 Q. So you would agree that paragraph five  
2 is not accurate?

3 A. I don't know everything about Sofco  
4 Erectors Acquisition. Again, I was in Columbus  
5 most of the time.

6 Q. You did own 27 percent of Sofco Erectors  
7 Acquisition, Inc., correct?

8 A. I believe so.

9 Q. And you currently own 50 percent of  
10 that -- the entity that was Sofco Erectors  
11 Acquisition, Inc.?

12 A. I believe so.

13 Q. Paragraph eight in Mr. Gates' affidavit  
14 states that none of the owners of Southern Ohio  
15 Fabricators, Inc. or old Sofco owned or operated  
16 or had any involvement in any company that  
17 performed erection services after the sale of  
18 old Sofco's assets. Do you see that?

19 A. I do.

20 Q. Would you agree with me that that  
21 statement is not accurate?

22 A. I don't know that that's not accurate.

23 Q. You saw earlier that Mr. Ludwig was on a  
24 list of owners of Southern Ohio Fabricators,

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1 Inc., correct?

2 A. Yes.

3 Q. And I think we've established that  
4 Mr. Ludwig both owned a percentage of and served  
5 for a time as president of the new Sofco entity  
6 which performed erection services after the  
7 asset sale, correct?

8 A. Yes.

9 Q. Do you know why Mr. Gates excluded  
10 reference to Mr. Ludwig's continuation with the  
11 new Sofco entity in this affidavit?

12 A. No.

13 Q. Turning back to Exhibit 10 and that list  
14 we saw of the shareholders of Southern Ohio  
15 Fabricators, Inc.

16 A. Okay.

17 Q. So we talked about Mr. Ludwig. Other  
18 than Mr. Ludwig did any of the other individuals  
19 on this list have any ownership interest in  
20 Sofco Erectors Acquisition, Inc.?

21 A. I don't believe so.

22 Q. Do you know that for sure or you just  
23 don't know?

24 A. Again, I'll say I don't believe so,

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1 because I don't know the acquisition company. I

2 don't recall exactly how that worked.

3 Q. Do you know who Stephen Sudin,

4 S-U-D-I-N, is?

5 A. He, I believe, ran the fabrication

6 operation for Southern Ohio.

7 Q. And did he have any role with the new

8 Sofco entity after April 2004?

9 A. No.

10 MR. CLARK: Why don't we take a break.

11 (Recess taken.)

12 MR. CLARK: Back on the record.

13 BY MR. CLARK:

14 Q. Mr. Powell, we had, earlier this

15 morning, talked about forklift operation at

16 Sofco Erectors and who does it. Would you

17 describe -- just focusing on the forklift work,

18 is that a substantial portion of the work that

19 is done by Sofco Erectors?

20 A. No.

21 Q. There are some documents that we've been

22 provided I want to show you.

23 --0--

24 (Deposition Exhibit 12 marked.)

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1 --0--

2 BY MR. CLARK:

3 Q. Mr. Powell, the document we marked as  
4 Exhibit 12 has a Bates label of Sofco 2361  
5 through 2369. In this case we had asked Sofco  
6 to identify operating engineers who have  
7 performed forklift work for Sofco Erectors, Inc.  
8 Do you recognize Exhibit 12 as records  
9 reflecting operating engineers performing  
10 forklift work for Sofco Erectors?

11 A. Not necessarily, because Jon Allen is  
12 the first name I see. It's not what he does.

13 Q. Mr. Allen is the shop employee you  
14 identified earlier?

15 A. Yes.

16 Q. Under each of the names on the first  
17 four pages of Exhibit 12 there's indication of  
18 group C-18, forklifts. You see that?

19 A. I do.

20 Q. Do you know what that's in reference to?

21 A. Not for sure. I believe that is -- it  
22 could be classification created by the  
23 operators.

24 Q. Created by the operators under the

Daniel Powell  
October 09, 2018

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1 building agreement that we looked at earlier?

2 A. Right.

3 Q. If we could turn to the page in Exhibit  
4 12 marked Sofco 2365 towards the back. And  
5 there's a class listed under -- says Local 18  
6 class fork truck driver and there are a number  
7 of employees listed. Mr. Allen you mentioned  
8 already. Do you recognize any of the other  
9 names listed under fork truck operator on this  
10 page?

11 A. I may have met Robert Hughes.

12 Q. Do you know what Mr. Hughes does or did  
13 for Sofco Erectors?

14 A. I think he may be a union agent now. I  
15 think he may also have run a forklift for us in  
16 Columbus.

17 Q. Sticking to that page 2365, are there  
18 any other names other than Mr. Allen and  
19 Mr. Hughes that you recognize?

20 A. I don't believe so.

21 Q. Turn to the next page marked Sofco 2366.  
22 We again see Jon Allen identified. Other than  
23 Mr. Allen, do you recognize any of these  
24 individuals listed on this page?

Daniel Powell  
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1 your counsel in this case in response to a  
2 request to identify the ironworkers who were  
3 performing forklift work for Sofco Erectors,  
4 Inc. Do you recognize Exhibit 13 as ironworkers  
5 who are assigned forklift work for Sofco  
6 Erectors?

7 A. No. This is Local 44 which is  
8 ironworkers local in Cincinnati.

9 Q. What's the ironworkers local in central  
10 Ohio area?

11 A. Local 172.

12 Q. To the extent that forklift work is  
13 being performed by Sofco Erectors in the central  
14 Ohio market, is it being assigned to ironworkers  
15 Local 172 members?

16 A. Yes.

17 --0--

18 (Deposition Exhibit 14 marked.)

19 --0--

20 BY MR. CLARK:

21 Q. So the next exhibit that I've marked as  
22 Exhibit 14 is Bates labeled Sofco 186 through  
23 194, and then in the middle of exhibit it picks  
24 up Sofco 310 to 418. Let's focus first on just

Daniel Powell  
October 09, 2018

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1 BY MR. CLARK:

2 Q. Mr. Powell, the next exhibit has been  
3 marked as Exhibit 17 and this was a document  
4 produced by Sofco to us in this case. Title is  
5 Rented Forklift per job/hours. Do you recognize  
6 this report?

7 A. Yes.

8 Q. What is it?

9 A. It appears to be a summary of forklift  
10 rental in Cincinnati and Columbus with looks  
11 like rental hours for the forklift, and on the  
12 right there's an operator forklift hours.

13 Q. What are the -- what does the operator  
14 forklift hours indicate?

15 A. I believe that's through payroll, the  
16 operators that may have been paid under that  
17 classification.

18 Q. Those operators would have been members  
19 of Local 18. Am I correct?

20 A. I believe so.

21 Q. And we see in 2017 -- or from two  
22 thousand -- from 8-1-15 to 7-31-16 there are a  
23 total of 1158 operator hours, correct?

24 A. Right.

Daniel Powell  
October 09, 2018

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1 Sofco Erectors' responses to Ohio Operating  
2 Engineers Pension Fund's first set of requests  
3 for interrogatories. If you could turn to  
4 page 2 of Exhibit 19. And these were written  
5 questions that we served on behalf of the  
6 pension plan on Sofco Erectors. And if you see  
7 in response to interrogatory number one you are  
8 identified as one of the individuals that  
9 assisted in providing information that made up  
10 the responses. Do you see that?

11 A. I do.

12 Q. Have you seen Exhibit 19 before today?

13 A. I'm not sure.

14 Q. Do you recall assisting in the  
15 preparation of responses to interrogatories in  
16 this case?

17 A. I believe so.

18 Q. Turn on page 4 of the exhibit, looking  
19 at interrogatory number eight. Interrogatory  
20 requested the identity of each person who's an  
21 owner, officer or director of Sofco Erectors,  
22 Inc. from January 1st, 1980 through the present.  
23 You see that?

24 A. I do.



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October 09, 2018

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1 Q. And the response -- the response  
2 indicates that subject to and without waiving  
3 objections John Hesford and Dan Powell are  
4 Sofco's owners, and Jim Ludwig also initially  
5 owned a portion of Sofco. You see that?

6 A. Yes.

7 Q. In addition to Mr. Hesford, yourself,  
8 Mr. Ludwig, I believe Mr. Schmitt was also an  
9 owner of Sofco Erectors, correct?

10 A. Right.

11 Q. And similarly in response to  
12 interrogatory number nine, which asks for the  
13 identity of each owner, officer, director of  
14 Sofco Erectors Acquisition, Inc., Mr. Ludwig,  
15 Mr. Hesford, and yourself are listed, but  
16 Mr. Schmitt is not. Do you see that?

17 A. I do.

18 Q. Do you know why Mr. Schmitt was not  
19 listed in response to interrogatory number nine?

20 A. I do not.

21 Q. In response to interrogatory number 10  
22 you were asked to identify the owner, officer,  
23 or director of Southern Ohio Fabricators, Inc.,  
24 January 1st, 1980 through the present. You see

Daniel Powell  
October 09, 2018

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1 that question?

2 A. I do.

3 Q. And in response Sofco has stated, moving  
4 onto page 6, that the Kling and Nickerson family  
5 owned Southern Ohio Fabricators, Inc., and that  
6 Tim Gates was the president of Southern Ohio  
7 Fabricators, Inc. Is that correct?

8 A. That's what it says.

9 Q. I think we just saw earlier that  
10 Mr. Ludwig was also an owner of Southern Ohio  
11 Fabricators, Inc. Is that correct?

12 A. That's what that paper said.

13 Q. Do you know why Mr. Ludwig is not listed  
14 in response to interrogatory number 10?

15 A. I do not.

16 Q. The Asset Purchase Agreement that we saw  
17 earlier and the letter from your counsel  
18 indicated the asset purchase was concluded on  
19 April 1st of 2004. Do you recall that?

20 A. Okay.

21 Q. And looking on page 4 of Exhibit 19 in  
22 response to interrogatory number 6, we asked  
23 Sofco to identify the commencement date which  
24 was the date that it first had an obligation to

Daniel Powell  
October 09, 2018

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1 contribute to the Ohio Operating Engineers  
2 Pension Fund, and the response we received was  
3 April 1st, 2004. You see that?

4 A. I do.

5 Q. Do you know what happened on April 1st,  
6 2004 that commenced an obligation on behalf of  
7 Sofco Erectors Acquisition, Inc. to contribute  
8 to the pension fund of the Ohio Operating  
9 Engineers?

10 A. I believe that's when the company was  
11 started.

12 Q. When the company was started, did you  
13 notify Local 18 that there had been an asset  
14 transfer and change in company?

15 A. I personally did not.

16 Q. Do you know if anyone did on behalf of  
17 Sofco Erectors?

18 A. I do not.

19 Q. Do you know if anyone on behalf of Sofco  
20 Erectors notified the Ohio Operating Engineers  
21 Pension Plan that an asset purchase had happened  
22 and that there was a new entity that was formed  
23 as of April 1st, 2004?

24 A. I do not.

Daniel Powell  
October 09, 2018

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1 Q. And you acknowledge that Local 18 took  
2 the position with Sofco Erectors that forklifts  
3 should be operated by members -- by operating  
4 engineers, correct?

5 A. On some, maybe even rare occasions, but  
6 there's a lot of -- that one exhibit we looked  
7 at there's a lot of forklift work that was not  
8 disputed by the operators.

9 Q. In this case we have produced records  
10 from Local 18 identifying forklift operators  
11 dispatched from the hall to Sofco job sites.  
12 Have you seen any of those records?

13 A. I believe I've seen -- it looks like  
14 almost a call-in ticket maybe where Sofco had  
15 called Local 18 to request an ironworker -- or  
16 an operator, I'm sorry, for a forklift. I'm not  
17 sure that's exactly what you said, but maybe the  
18 intent's there.

19 Q. Do you have knowledge of at least on  
20 those occasions where Local 18 has a record of a  
21 call from Sofco requesting a forklift operator  
22 that Sofco utilized Local 18 operators for that  
23 work?

24 A. No, not necessarily, because we don't

Daniel Powell  
October 09, 2018

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1 know if one was available, if one was qualified,  
2 if one was sent. I thought what I looked at was  
3 a record that looked apparently like we had  
4 called and requested one.

5 Q. Have you also reviewed records of  
6 grievances filed by Local 18 against Sofco for  
7 failing to assign operators to forklift work?

8 A. I have seen some.

9 Q. Have you seen them in the context of  
10 this case?

11 A. Yes.

12 Q. I know you testified earlier you don't  
13 recall how many such grievances there were?

14 A. Correct.

15 Q. Do you doubt the authenticity of the  
16 grievances that were provided by Local 18?

17 A. I mean, I didn't study them. I'll say  
18 no.

19 Q. You agree that Local 18 took the  
20 position that forklift work should be assigned  
21 to its members, correct?

22 A. Again, sometimes and maybe even rare  
23 times, yes.

24 Q. And Local 18's continued insistence on

Daniel Powell  
October 09, 2018

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## 1 CERTIFICATE

2 STATE OF OHIO :  
3 COUNTY OF FRANKLIN : SS:

4 I, Julia Lamb, RPR, CRR, a Notary  
5 Public in and for the State of Ohio, duly  
6 commissioned and qualified, do hereby certify  
7 that the within-named DANIEL POWELL was first  
8 duly sworn to testify to the truth, the whole  
9 truth, and nothing but the truth in the cause  
10 aforesaid; that the testimony then given was  
reduced to stenotypy in the presence of said  
witness, afterwards transcribed; that the  
foregoing is a true and correct transcript of  
the testimony; that this deposition was taken at  
the time and place in the foregoing caption  
specified.

11 I do further certify that I am not a  
12 relative, employee or attorney of any of the  
13 parties hereto; that I am not a relative or  
14 employee of any attorney or counsel employed by  
15 the parties hereto; that I am not financially  
interested in the action; and further, I am not,  
nor is the court reporting firm with which I am  
affiliated, under contract as defined in Civil  
Rule 28(D).

16 In witness whereof, I have hereunto  
17 set my hand and affixed my seal of office at  
18 Columbus, Ohio, on this 17th day of October,  
2018.

19

20

21

22

*Julia Lamb*Julia Lamb, RPR, CRR  
Notary Public, State of Ohio.

23 My commission expires: 10-10-22

24

CINCINNATI  
Phone: 513-771-1600  
Fax: 513-771-5490

COLUMBUS  
Phone: 614-761-2500  
Fax: 614-761-2515

INDIANAPOLIS  
Phone: 317-352-9680  
Fax: 317-352-9688

**SOFCO ERECTORS, INC.**

\*10360 WAYNE AVE. (WOODLAWN) CINCINNATI, OHIO 45215  
7667 FISHEL DRIVE SOUTH DUBLIN, OHIO 43016  
7037 BROOKVILLE ROAD INDIANAPOLIS, IN 46239

February 7, 2017

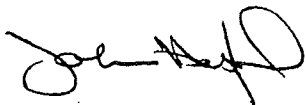
Mr. Richard Dalton, Business Manager  
Local 18, the Operating Engineers  
3515 Prospect Ave  
Cleveland, Ohio 44115

Dear Mr. Richard Dalton,

Effective April 28, 2017, Sofco Erectors is terminating our participation in the AGC of Ohio Building Agreement, effective May 8, 2013 through April 30, 2017, between The International Union of Operating Engineers Local 18 and its Branches (AFL-CIO) and the Labor Relations Division of the AGC of Ohio. Accordingly, if there is any successor agreement to which you believe we are bound, please be advised that we hereby terminate that agreement, and we do not intend to be bound by any future collective bargaining agreement with the AGC and Operating Engineers Local 18.

An Audit Review (attached) was recently performed by Local 18 for the period 6/1/12 to 1/1/17. Please contact Caroline Riley at the Cincinnati office when and if you wish to review our records for the period 1/1/17 to 4/28/17.

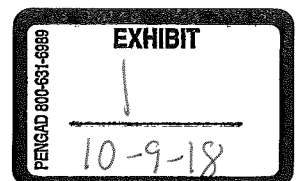
Sincerely,



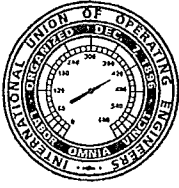
John Hesford  
President CEO

Enclosure

Cc: Mr. Richard Hobbs, AGC of Ohio LRD



SOFCO000046



# International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

THIRTY-FIVE FIFTEEN PROSPECT AVENUE • CLEVELAND, OHIO 44115-2648

(216) 432-3138

FAX: (216) 432-0370

Richard E. Dalton  
Business Manager

February 16, 2017

Mr. John Hesford  
President and CEO  
SOFCO Erectors, Inc.  
10360 Wayne Avenue  
Cincinnati, Ohio 45215

Dear Mr. Hesford:

We are in receipt of your letter dated February 7, 2017 in which you have indicated that you will be terminating your collective bargaining agreement(s) with the International Union of Operating Engineers, Local 18 and **SOFCO Erectors, Inc.**

We must advise you that your company will be bound to the terms and conditions of the AGC of Ohio Building Agreement and/or of the Ohio Highway Heavy Agreement until the expiration of same on April 30, 2017.

We hope that you will reconsider, find the newly negotiated agreements favorable and sign at that time.

Sincerely,

Richard E. Dalton  
Business Manager

RED/pjn

C: Mr. Thomas P. Byers, President

Mr. Jefferson Powell, District Representative

SOFCO000048





# *International Union of Operating Engineers*

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

ELEVEN EIGHTY-EIGHT DUBLIN ROAD. • COLUMBUS, OHIO 43215-7005

(614) 486-5281

FAX: (614) 486-7258

Office of  
District No. 3

April 28, 2017

Via Certified Mail #: 7016 2070 0000 4243 2626

Sofco Erectors  
7667 Fishel Drive South  
Dublin, OH 43016

**RE: Sofco Erectors**

To Whom It May Concern:

Sofco Erectors has indicated that they intend to terminate their agreement with IUOE Local 18 on April 30, 2017 and stated that ALL Operating Engineers will be laid off on April 28, 2017.

As a result of this action, be advised that effective May 1, 2017 there will be NO FUTURE FRINGE BENEFIT (Health and Welfare, Pension, Education and Safety, Apprenticeship) contributions accepted on your behalf.

You should register at your district office listed below for referral to work. If you continue to work at Sofco Erectors, be advised that working for a non-signatory contractor is a violation of Local 18 Bylaws.

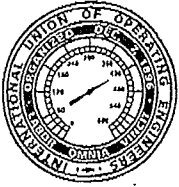
Please contact your Local 18 District office if you have any questions.

Sincerely,

Greg Greenlee  
District Representative

I.U.O.E. Local 18, District 3  
1188 Dublin Rd.  
Columbus, OH 43215  
614-486-5281

SOFCO000052



# International Union of Operating Engineers

LOCAL 18 AND ITS BRANCHES • SERVING OHIO

ELEVEN EIGHTY-EIGHT DUBLIN ROAD • COLUMBUS, OHIO 43215-7005

(614) 486-5281

FAX: (614) 486-7258

Office of  
District No. 3

March 24, 2014

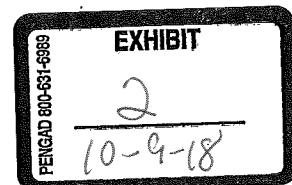
## Settlement Letter

Sofco Erectors and the International Union of Operating Engineers, Local 18 agree to the following settlement for the grievance dated March 11, 2014.

Sofco Erectors agrees to hire an apprentice from the I.U.O.E. Local 18, District 3 referral for operation of forklifts. It is also agreed that the apprentice will perform other duties as prescribed in the AGC of Ohio Building Agreement, paragraph 79B.

Chad C. Creeks  
Business Representative, IUOE Local 18

Dan Powell  
Sofco Erectors, President/coo



SOFCO001188

# GRIEVANCE FORM

NAME OF STEWARD OR BUSINESS REPRESENTATIVE Chad C. Creeks DATE March 11, 2014

CONTRACTOR SOFCO Erectors LOCATION OF JOB Delaware County Powell, Ohio

MEMBER'S NAME Chad C. Creeks MEMBER'S HOME PHONE INCLUDING AREA CODE 614-486-5281

MEMBER'S ADDRESS 1188 Dublin Road Columbus OH 43215 AGENT COVERING JOB Chad C. Creeks

DISTRICT NO 3

STATEMENT OF FACTS During a routine job site visit on March 6, 2014 I discovered SOFCO Erectors, Inc. has breached the AGC Building Agreement by assigning someone other than an Operating Engineer on a forklift at the Target Store construction project in Powell, Ohio on Sawmill Road.

RESOLUTION SOUGHT: As a result the employer has agreed to pay the first qualified registered applicant from the IUOE District 3 Referral the applicable wages and fringes from the first day of the violation.

WHICH AGREEMENT HERE AFFECTED AGC Building Agreement  
 (Highway, Sewer, Building, Pipeline, etc.)

WHICH ARTICLE OF AGREEMENT AFFECTED Article II, Paragraph 20 & 22

SIGNATURE OF STEWARD OR BUSINESS REPRESENTATIVE [Signature]  
 SIGNATURE OF MEMBER [Signature]

DISPOSITION AND DATE STEP 1: 3/6/2014 Spoke to foreman Alvin Raber. No resolution.

3/7/2014 Left voice mail for Mike Talbert, Field Operations Manager. No resolution.

DISPOSITION AND DATE STEP 2: 3/11/14 CHAD CREEKS CAME TO SOFCO OFFICE - DISCUSSION SOFCO0001187

3/13/14 CHAD CREEKS AND THOMAS BYERS CAME TO SOFCO OFFICE - WANTING PAYMENT IN FULL WOULD BE PAID

SINCE 3/11/14 WAS EARLY RESOLUTION NO RESOLUTION

NO MENTION OF AGREEMENT PUTTING SOMEONE TO WORK.

**AGC OF OHIO  
BUILDING AGREEMENT**

Effective  
May 8, 2013 through April 30, 2017

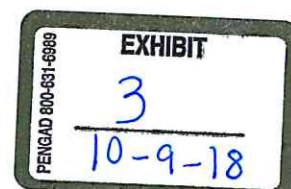
Between

THE INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)



AND

LABOR RELATIONS DIVISION  
OF THE  
AGC OF OHIO



SOFCO002308

**EMPLOYERS**

**LABOR RELATIONS DIVISION  
AGC OF OHIO**

**1755 Northwest Boulevard**

**Columbus, Ohio 43212**

**(614) 486-6446**

**FAX: (614) 486-6498**

**[www.agcoho.com](http://www.agcoho.com)**

**Richard Hobbs**

**Executive Vice President**

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II

### **DIRECTORY**

#### **OFFICERS**

Local 18 and its Branches  
Headquarters Office  
3515 Prospect Avenue  
Cleveland, Ohio 44115  
216-432-3138  
FAX: 216-432-0370  
www.iuolocal18.org

Patrick L. Sink  
Business Manager

Richard E. Dalton  
President

Mark A. Totman  
Vice President

Gary G. Siesel  
Recording-Corresponding Secretary

Premo P. Panzarello  
Financial Secretary

Joseph S. Lucas  
Treasurer

### **DISTRICT NO. 1**

Covering the following counties in Ohio:

Ashtabula	Erie	Huron	Lorain
Cuyahoga	Geauga	Lake	Medina

District Staff  
Donald Taggart

David Russell  
Tom Perevosnik

Jack Klopman II

3515 Prospect Avenue, Cleveland, Ohio 44115  
Office: 216-432-3131  
Fax: 216-432-3135

### **DISTRICT NO. 2**

Covering the following counties in Ohio:

Allen	Hardin	Paulding	Van Wert
Defiance	Henry	Putnam	Williams
Fulton	Lucas	Sandusky	Wood
Hancock	Ottawa	Seneca	

District Staff  
Gary Siesel

Douglas Leidy  
Brett LaFaso

Kipton Siesel

2412 South Reynolds Road, Toledo, Ohio 43614  
Office: 419-865-0221  
Fax: 419-865-0601

III

IV

SOFCO002311



### DISTRICT NO. 3

Covering the following counties in Ohio:

Athens	Hocking	Meigs	Pike
Crawford	Jackson	Morgan	Ross
Delaware	Knox	Morrow	Scioto
Fairfield	Lawrence	Muskingum	Vinton
Franklin	Licking	Perry	Union
Gallia	Marion	Pickaway	Wyandot

District Staff

Timothy Hammock

John Branstool  
Chad Creeks  
Mark Totman, Legislative Representative

David Hurd

Matthew Woods

1188 Dublin Road, Columbus, Ohio 43215

Office: 614-486-5281

FAX: 614-486-7258

### DISTRICT NO. 4/5

Covering the following counties in Ohio:

Adams	Clermont	Highland	Preble
Auglaize	Clinton	Logan	Shelby
Brown	Darke	Madison	Warren
Butler	Fayette	Mercer	
Champaign	Greene	Miami	
Clark	Hamilton	Montgomery	

Covering the following counties in Kentucky:

Boone	Campbell	Kenton	Pendleton
-------	----------	--------	-----------

District Staff

Gary Marsh

Kenneth Waughtal  
Stanley Brubaker  
Joe Daniels

Jefferson Powell

Nathaniel Brice

8401 Claude Thomas Road, Suite 21-A, Franklin, Ohio 45005

Office: 937-806-0406

FAX: 937-806-0408

V

### DISTRICT NO. 6

Covering the following counties in Ohio:

Ashland	Harrison	Nobel	Summit
Belmont	Holmes	Portage	Tuscarawas
Carroll	Jefferson	Richland	Washington
Coshocton	Monroe	Stark	Wayne
Guernsey			

District Staff

Joseph Lucas

Darrin Morgan  
Joe Casto

Doug Pallaye  
Brad Marshall

1707 Triplett Boulevard, Akron, Ohio 44306

Office: 330-784-5461

FAX: 330-784-8827

### LOCAL 18S STATIONARY ENGINEERS

Staff

Scott Peters

Doug Pallaye

John Hardesty

3515 Prospect Avenue

Room 206

Cleveland, Ohio 44115

Office: 216-432-2668

FAX: 216-432-0796

VI



**AGREEMENT**

**Between**

**The AGC OF OHIO  
Labor Relations Division**

**which may be referred to hereinafter  
as the "Association"**

**and**

**THE INTERNATIONAL UNION  
OF OPERATING ENGINEERS  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)  
referred to hereinafter as the "Union"**

This Agreement is negotiated by and between the Association and the Union within the geographical area as defined herein through their authorized agents, to wit:

That, whereas, the parties desire to stabilize employment and promote efficiency in the Construction Industry, agree upon wage rates, hours and conditions of employment, and to eliminate strikes, boycotts, lockouts and stoppages of work, and

Whereas, the Union and the Employer shall, through the issuance of working rules and regulations to the workmen, inform them of the terms of this Agreement and enforce compliance with the terms thereof, and

Whereas, the Employers agree to recognize and subscribe to the approved referral system as adopted by the International Union of Operating Engineers, Local 18.

Now, therefore, the undersigned Association and the Union agree as follows:

## ARTICLE I

### GEOGRAPHICAL JURISDICTIONAL AREA

1. The provisions of this Agreement shall govern employment of and conditions under which employees shall work and rates of pay they shall receive on work in Building Construction, in the following geographical area.

2. All counties in the State of Ohio except Ashtabula, Cuyahoga, Geauga, Lake, Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

### DEFINITION OF BUILDING CONSTRUCTION

3. "Building Construction" work is defined as the erection and construction of building structures, including modifications thereof, or additions or repairs thereto intended for use for shelter, protection, comfort or convenience and demolition of same. Building Construction shall also include the excavation and foundations for Building Construction.

### SCOPE

A. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level.

B. "Power Plant, all Wind Generation Devices and all supporting infrastructure (underground and roadway), Solar Farm, Geo Thermal Site, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site.

C. "Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

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D. Any work under A, B and C above awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## ARTICLE II

### RECOGNITION, SECURITY, PROVISIONS & LIMITATIONS

4. **Recognition**—The Association hereby recognizes the Union as exclusive collective bargaining agent for all Operating Engineers (within the geographical jurisdictional area stated in Article I), and the Union recognizes the Association as the exclusive collective bargaining agent for all Employers of the Operating Engineers (within the geographical jurisdictional area stated in Article I), and it is mutually acknowledged that each has acted as such agents continually for more than the past twenty years, and that now and over such period each has been so recognized by appropriate departments or agencies of both federal and state governments.

The persons, firms, corporations, joint ventures or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers". The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi-employer collective bargaining unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.

Employers covered by this Agreement shall be free to designate their own representatives for the purpose of collective bargaining and contract administration; however, such designation shall not affect the Employer's membership in the collective bargaining unit established by this Agreement.

5. **Liabilities**—This Agreement is negotiated by the AGC of Ohio Labor Relations Division, acting as negotiating representative for its members and for any breach of this Agreement the liability of an Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting without liability for the acts of its individual members or other Employers within the stated geographical jurisdictional area.

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## ARTICLE I

### GEOGRAPHICAL JURISDICTIONAL AREA

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2. All counties in the State of Ohio except Ashtabula, Cuyahoga, Geauga, Lake, Columbiana, Mahoning and Trumbull, and including Boone, Campbell, Kenton and Pendleton counties in Kentucky.

### DEFINITION OF BUILDING CONSTRUCTION

3. "Building Construction" work is defined as the erection and construction of building structures, including modifications thereof, or additions or repairs thereto intended for use for shelter, protection, comfort or convenience and demolition of same. Building Construction shall also include the excavation and foundations for Building Construction.

### SCOPE

A. "Industrial and Building Site" work is defined as including work inside the property line, but outside the actual building construction and shall include the grading and excavation of the site to bring it to grade level.

B. "Power Plant, all Wind Generation Devices and all supporting infrastructure (underground and roadway), Solar Farm, Geo Thermal Site, Amusement Park, Athletic Stadium Site" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to the grading and excavation of the site, all work connected with the installation of sewer lines, drainage lines, gas lines, telephone and television conduit underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site.

C. "Sewage Plant, Waste Plant and Water Treatment Facilities Construction" work is defined as all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control processes.

D. Any work under A, B and C above awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

## ARTICLE II

### RECOGNITION, SECURITY, PROVISIONS & LIMITATIONS

4. **Recognition**—The Association hereby recognizes the Union as exclusive collective bargaining agent for all Operating Engineers (within the geographical jurisdictional area stated in Article I), and the Union recognizes the Association as the exclusive collective bargaining agent for all Employers of the Operating Engineers (within the geographical jurisdictional area stated in Article I), and it is mutually acknowledged that each has acted as such agents continually for more than the past twenty years, and that now and over such period each has been so recognized by appropriate departments or agencies of both federal and state governments.

The persons, firms, corporations, joint ventures or other business entities bound by the terms of this Agreement are referred to in this Agreement as "Employer" or "Employers". The Employers and the Union by entering into this Agreement intend to and agree to establish a single multi-employer collective bargaining unit. Any Employer who becomes a party to this Agreement shall thereby become a member of the multi-employer collective bargaining unit established by this Agreement.

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5. **Liabilities**—This Agreement is negotiated by the AGC of Ohio Labor Relations Division, acting as negotiating representative for its members and for any breach of this Agreement the liability of an Employer shall be several, not joint, and the liability of the Association shall be only that of negotiating agent acting without liability for the acts of its individual members or other Employers within the stated geographical jurisdictional area.

6. **Provisions and Limitations**--All members of the AGC of Ohio Labor Relations Division, and such other persons, firms or corporations who, as an Employer, become signatory to this Agreement, shall be bound by all of its terms and conditions, as well as any amendments which may be negotiated between the AGC of Ohio Labor Relations Division, and the Union. It is expressly understood that all Employers bound to the terms and conditions of this Agreement are required to pay the amounts as indicated in Article IV to the appropriate Fringe Benefit Programs.

7. **Management Rights**--The operation of the job and the direction of the working forces, including the right to hire, suspend and discharge for proper cause, and the right to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Employer.

8. **Nondiscrimination**--It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio and the Commonwealth of Kentucky and Lawful Orders thereof relative to nondiscrimination and fair employment practices. The Employer and the Union shall not knowingly discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or Apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

9. Further, the Employer and Union agree to adopt and embrace the Pact of 10 July 68 executed under provisions of the Executive Order 11246 and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations revised; an Affirmative Action Program to implement all provisions of applicable federal regulations to assure nondiscrimination in employment, upgrade, demotion or transfer, and recruitment advertising, layoff or termination, rates of pay and selection for all types of training as evidenced in Exhibit "B" attached hereto as if they had originally negotiated the same.

10. **Jurisdiction of Work**--In accordance with the terms of this Agreement, the Employer shall employ Operating Engineers for the erection, operation, assembly and disassembly, and maintenance and repair (fueling and greasing) of the following construction equipment regardless of motive power: Air Compressors, Batch Plants, Boilers, Cableways, Derricks,

Finishing Machines, Pumps, Trucks, Crawlers, Locomotive and Tower Cranes; Concrete Mixers and Concrete Mixing Plants, Hoes, Shovels, Pile Drivers, Tractors, Scrapers, Endloaders, Hoists and all like equipment, including the use of Geodimeter or any other device that electronically measures (shoots) distance shall be the work of the Operating Engineers (only applies to in-house crew) within the jurisdiction as assigned to the Union by the American Federation of Labor. It is further understood that all equipment for which classifications and wages have been established in this Agreement, and including that equipment for which classifications and wage rates may hereafter be established, shall be manned, when operated on the job site, by a member of the International Union of Operating Engineers, and paid the rates as specified in this Agreement.

11. Operating Engineers shall be employed to do all pipe fitting and all burning and welding necessary for the preparation and maintaining of equipment operated by members of the Union.

12. Operating Engineers shall be assigned to all work performed in connection with the installation, fueling, starting and stopping, repair, maintenance and operation of the below listed small equipment: Compressors of 185 CFM or less (not discharging into a common header)

Heaters

Welding machines of 300 amp or less

Gas or diesel driven pumps 4" and under (or one 6" pump)

Generators of 15 KW or less

Conveyors 18" belt or less

A combination up to five (5) pieces of the above equipment shall, when in use, be serviced as an additional duty by an Operating Engineer who is employed by an Employer on a project. When six (6) pieces of the above equipment are in use on an Employer's project, a Utility Operator will be employed at the Class "C" rate. The Utility Operator shall also perform other work on the project.

In the event there are no Operating Engineers employed by the Employer on the project, the Employer shall employ an Operating Engineer at the Class "E" rate to service any small equipment in use, until the Class "C" rate becomes in effect.

An Operating Engineer shall be assigned to all work performed in connection with the installation, maintenance, repair and starting and stopping of electric submersible pumps. Neces-

sary work on electric submersible pumps shall be assigned to an Operating Engineer working on the project as an additional duty; no full-time Operator is required.

Work in the servicing and maintaining of self-contained, mobile light plants shall be assigned to an Operating Engineer as an additional duty to his/her regular job. Such work shall normally be assigned to a Mechanic, Grease Crew or Apprentice/Helper (Oiler). Equipment operator employees shall be required to carry sufficient tools to make minor adjustments on the equipment they operate.

When an Apprentice/Helper (Oiler) is assigned as the primary operator to a fuel/grease combo vehicle which requires specialized CDL endorsement, he/she will receive a \$3.00 per hour premium over the Class "E" rate.

**13. Dewatering Systems**—A "Dewatering System" is defined as a combination of one or more pumps of any type, size or motive power with combined discharge capacity of over 4", including but not limited to, well-point pumps, submersible well pumps, ejector or educator pumps in combination with wells, well-points, sumps, piping and/or other appurtenances irrespective of motive power to control water on any and all types of construction work. The complete installation, operation and necessary maintenance work, including all piping, shall be performed by Operating Engineers. A Dewatering System shall be operated by Pump Operators at all times the Dewatering System is in operation unless otherwise agreed at the Pre-Job Conference or with the Union.

**14.** The Union will at all times, when requested by the Employer, use its best efforts to furnish the Employer with competent employees to operate, maintain and repair equipment in accordance with the terms and conditions of this Agreement.

**15. Pre-Job**—It is agreed that upon the request of either party a Pre-Job Conference shall be held prior to commencing work. In case of a necessary emergency start of the construction job, the Pre-Job Conference shall be held as soon as possible after the start of work. It is further agreed that upon the awarding of any building contract of \$500,000.00 and over, the successful contractor will immediately notify the Union when it has been awarded the contract. It is further agreed the Union may request, receive and hold a Pre-Job Conference with the Employer on an individual basis.

Before the start of any project containing known hazardous waste materials, there will be a Pre-Job held. The Employer must notify the Union five (5) days prior to starting work on the project. Failure to do so, the Union has the right to withhold its services until such time a Pre-Job is held.

**16.** Following are the items which will be discussed at the Pre-Job Conference:

A. The Employer will advise the Union Representative of the Employer's requirements of necessary employees in the classification of work under this Agreement, and the Union will determine and advise the Employer of the ability of the Union to fulfill such requirements when requested.

B. Work schedules.

C. Questions of jurisdiction and assignment of work.

D. The Employer agrees that whenever possible at such Pre-Job Conference they will notify the Union of any subcontracts let by the Employer, the names of the subcontractors, and the nature of the work to be performed by the subcontractors. The Union may request a subcontractor to meet with the Union and the subcontractor will meet with the Union prior to commencing work on a project if the subcontractor did not attend the original Pre-Job Conference for the project. It is understood and agreed that no agreement may be made at the Pre-Job Conference which will in effect change, modify or abrogate the Labor Agreement in effect between the two parties hereto.

**17.** Subject to the provisions and limitations of the National Labor Relations Act, as amended, all present employees who are members of the Local Unions above stated on the effective date of this sub-section shall remain members of the Local Unions in good standing as a condition of employment.

**18.** All present employees who are not members of the Local Unions and all employees who are hired hereafter shall become and remain members in good standing of any one of said Locals as a condition of employment on and after the eighth (8th) day following the effective date of this sub-section or following the beginning of their employment, whichever is later.

**19.** The Employer is to be the sole judge as to the satisfactory performance of work by an employee and may discharge any employee whose work is unsatisfactory or who fails to observe



the safety precautions or other rules and regulations prescribed by the Employer for the health, safety and protection of his employees. However, no employee shall be discharged for defending the rights of any employee under the terms of this Agreement. Any grievance arising through application of this clause shall be adjusted in accordance with the procedures outlined in Article XIV, Paragraphs 124, 125 and 126 of this Agreement. Intoxication and/or assault committed on the job site shall be cause for immediate discharge.

20. The Union shall place no limitation upon the amount of work which an employee shall perform during the working day and there shall be no restriction imposed against the use of any type of machinery, tools or labor-saving devices. The Employer agrees that the work jurisdiction of the Operating Engineers, as assigned by the AFL-CIO, will be respected and all Operating Engineer work will be performed by an Operating Engineer, and it is the intent of both parties that Operating Engineers will be assigned work on the basis that will make each job as productive and efficient as possible. It is agreed that a fair day's work shall be given for a fair day's pay.

21. The Employer may shift during a work day an Operating Engineer from one piece of hourly rate of pay equipment to another hourly rate of pay piece of equipment without limitation from same job site providing the shifting does not interfere with another Operating Engineer's work day. This condition also pertains to weekly-pay equipment. However, there shall not be any intermixing with weekly-pay equipment to hourly-pay equipment. The Operating Engineer will be paid the highest rate for the day.

The District agent in each district, in order to maintain our jurisdiction, will make jobs as efficient and productive as possible.

22. If an Employer violates Paragraph 20, the Employer's penalty shall be to pay the first qualified registered applicant the applicable wage and fringe benefits from the first day of violation.

23. The authorized representative of the Union shall have access to the job during working hours for the purpose of visiting individual members, adjusting grievances or disputes and such other duties as he may have to perform. The representative will report to the job supervisor before visiting the project.

#### STEWARD

24. The Union may, when it believes it necessary, appoint a Steward whenever possible from Operating Engineers working on the Employer's job and the Union District Representative will, when making such an appointment, notify the Employer. The Steward shall perform full-time work for the Employer and he/she shall be subject to the same rules, rights and working conditions as other employees. Under no circumstances shall the Steward have any authority to call a strike, slowdown of work or perform any other action which would be in violation of this Agreement.

25. The Employer agrees that each new employee shall report to the job Steward before starting work if a Steward has been appointed for that particular Employer's job. The Steward shall be allowed sufficient time during working hours to perform all normal duties required of a Steward. No Steward shall have job priority but will be laid off in the same manner as any other Operating Engineer upon completion of his/her particular job assignment; twenty-four (24) hour notice to the Union prior to his/her lay off is required to give the Union time to select another qualified Steward to replace the laid-off Steward, but this twenty-four (24) hour notice is not required when a Steward is discharged for cause by the Employer.

#### SAFETY

26. The Union and the Employer will cooperate in the establishment of a safety program. At the Pre-Job Conference by mutual agreement, the wearing of safety hats may be made a condition of employment. All safety equipment required by the project owner or manager will be at no cost to the employee, except work shoes of any type. Both the Employer and employees shall comply with the applicable state safety codes and any other applicable government or civil regulations pertaining to safety. It is expressly understood that if the employees' immediate health and safety are involved, the Union through its representative may order discontinuation of operations until satisfactory results are obtained.

#### TRAINING

27. The Safety Training Passport (STP) 16-hour program will be made available to all union members by the Union at no cost to the Employer. The program will consist of:

Safety Awareness as required by  
 OSHA 29CFR 1926.21  
 Fall Protection as required by  
 OSHA 29CFR 1926.503  
 Hazard Communication as required by  
 OSHA 29CFR 1926.59

Operating Engineers dispatched to a project to perform trench excavation work will be required to have successfully completed eight (8) hours of trench safety training. This program became effective May 1, 2007.

It is agreed that both the Employer and the Union will encourage and assist in the promotion of this training.

Effective May 1, 2011 and thereafter, all Operating Engineers dispatched to and/or employed on a project are required to have successfully completed the 16-hour Safety Training Passport (STP) Program or an OSHA-approved 10-hour construction safety training program. Comparable safety training shall be renewed and updated every five (5) years or the Operating Engineer shall be considered unqualified. Verification of valid, updated training must be presented to the Employer upon dispatch, hire or request. Employers who provide such safety training shall not be required to pay employees to attend the training.

28. Within forty-eight (48) hours after an industrial accident occurs, the company shall have all necessary State Workers' Compensation forms available and completed on the Employer's part. A copy of the completed forms shall be sent to the Union's office in the district where the accident occurred.

29. All toxic/hazardous projects will be subject to any and all safety regulations and insurance provisions that may be required by the appropriate governmental agencies. When dangerous atmospheres are present so that an Operator is required to don a special protective suit and/or self-contained breathing apparatus at a private, state, federal or other designated toxic/hazardous waste site, the Employer will notify the Union district office. Reasonable dress-up time and clean-up time will be allowed. The first qualified bargaining unit employee on the job will be designated the steward-safety person, who shall have access to company monitoring records and be kept informed of amounts of contaminants on the job site. A sheltered "safe zone" area shall be provided. There shall be wash-up facilities on all

toxic/hazardous waste sites. When hazmat training credentials are required, the Operator will receive a \$.50 per hour premium added to his/her base rate.

On such projects, it is expressly understood that if the employees' immediate health and safety are in danger, the employee may discontinue operations, without penalty, until satisfactory results are obtained, or until such time as a recognized safety agent shall declare the equipment or operation to be safe. All Operating Engineers employees shall be advised by the Employer prior to employment as to the nature of the known hazardous waste and possible resultant physical injuries as may be required by applicable law.

**30. DRUG TESTING:** The Employer and the Union are committed to a policy that promotes safety in the work place, employee health, and well being. In consideration of this policy, the Union and Employer agree that any employee found to be under the influence of, in possession of, or engaged in the distribution of drugs or alcohol on the job site shall be subject to disciplinary action, up to and including immediate discharge.

Within two (2) weeks of reporting to the job site, each new Operator may be scheduled for a drug test. Employees using a prescription drug which may impair mental or motor function shall inform their supervisor in writing of such drug use.

Employee involvement with drugs and alcohol can adversely affect job performance and employee morale. In the Construction Industry the consequences of drug or alcohol use or influence while on the job site can be disastrous. The Employer and Union, therefore, agree to the following policy to insure all employees of a safe and efficient job site free from the effects of drug and alcohol use or influence.

All job sites or work areas are subject to random or massive drug screening. Any employee who is involved in an on-the-job accident resulting in an injury to a person or property or whose observed behavior raises a reasonable suspicion of probable cause of illegal drug or alcohol use impairment while on the job site, may be required as a condition of continued employment to submit to a test for alcohol and/or illegal drug use which impairs the employee's ability to safely perform his/her duties on the job site. Such tests involve a sampling of the employee's blood, urine, or breath unless a specific type of test is required by the project owner, in which case such mandated test shall be ob-

served. Any employee who is asked to submit to such a test will be required to sign a consent form. If an employee who is asked to submit to a test refuses to do so, or refuses to sign the necessary consent form, that employee will be subject to disciplinary action up to and including discharge. Refusal to take a test or the submission of an adulterated sample shall be determined the same as a positive test result. The employee/member shall follow all requirements outlined in this section.

All testing will be done by a reliable, established laboratory. If this initial test screen result indicates positive findings, further testing of the same sample must be done to confirm the original findings before the laboratory can report a positive finding. The confirmation test will be conducted by an independent accredited National Institute of Drug Abuse or College of American Pathology Laboratory and/or currently qualified under the Substance Abuse & Mental Health Services Administration (SAMSHA) under the U.S. Dept. of Health & Human Services, and will utilize the more scientific Gas Chromatography/Mass Spectrometry examination (GC/MS). The results of all tests will be kept confidential between the employee, the Employer and the Union. The employee shall be paid his/her regular hourly wage and fringes for time required for drug testing provided results are negative.

If the GC/MS test results are positive, the employee may be granted a leave of absence for the purposes of drug and alcohol rehabilitation. If the employee is eligible such rehabilitation programs are covered under the Ohio Operating Engineers Health and Welfare Program providing the employee confines him/her self to a twenty-four (24) hour licensed rehabilitation medical facility.

Until the employee presents certification of successful completion of the rehabilitation program to the Local 18 Medical Review Officer (MRO), the employee shall be removed from the Employer's job site, shall be prohibited from registering under Article III of the referral of this agreement and shall not be dispatched to work. Upon presentation of certification of the employee's successful completion of the drug/alcohol rehabilitation program to the Local 18 MRO, the employee may be restored to his/her original job with the Employer. If the employee is not restored to their original job, the employee will be allowed to register for work in the referral by registering a new work referral card.

The employee shall, under either circumstance, for the next succeeding twelve (12) month period, present to the Local 18 MRO monthly certification of negative drug/alcohol test results. Failure to do so will result in denying the employee the right to maintain his/her referral card in the register and utilize the referral or if working, to be removed from work.

Any positive drug and/or alcohol test result after the second rehabilitation procedure shall result in the applicant being permanently barred from registering on the Local 18 referral.

**31. HARASSMENT POLICY:** The parties to this Agreement mutually agree that harassment of any nature is not to be tolerated. Every person working under this Agreement shall immediately notify the Employer when a possibility of a problem happens or exists.

### ARTICLE III

#### REFERRAL SYSTEM

**32.** Local 18 and its Branches shall maintain registers of all applicants for referral. Applicants shall not be permitted to be registered in more than one office of the Union at any one time. All applicants will be registered in order of application, provided no person shall be deemed to be an applicant who is otherwise gainfully employed as an Operating Engineer or not immediately available for work. Registrations and re-registrations will be accepted during customary business hours. Applicants shall be classified in priority groups in accordance with the following criteria:

**GROUP A:** All applicants who have worked as Operating Engineers at least 360 days, 90 days or more per year during the last four (4) years, and have been employed for at least 360 days, 90 days or more per year during the last four (4) years on work as defined in Article I of this Agreement within the geographical jurisdiction of Local 18, and who have lived in the State of Ohio, or in any county contiguous thereto, for at least one (1) year prior to application.

**GROUP A PREFERRED:** Must have Group A eligibility. Group A registrants may voluntarily register in the Group A Preferred; however, registrants in this Preferred A status shall have at least fifteen (15) years employment or availability for employment in any one or more of the classifications contained



in this Agreement and in the type or kind of craft work covered by this Agreement in the geographic area as defined by this Agreement. Referral in this group is limited to the following described equipment and will be given priority of referral from the Group A Preferred deck. Preferred A status employees will not be eligible for letter of request by the Employer: Welding Machines, Elevator, Conveyor, Pumps, Compressors, Generators, One Drum Hoist, Mono-Rail Hoist and Portable Heaters.

It is further understood and agreed that when the Employer employs Operating Engineers not currently in their employ for any machines listed in this section, the Employer shall call the referral office servicing his/her job or project and request that an employee qualifying under the Preferred A status be dispatched to service and operate said machine. Any Operating Engineer currently employed by an Employer can be used to operate any of the above listed machines. Apprentices shall not operate this equipment more than fifteen (15) days.

Workmen registering in this Preferred A Group shall be ineligible to register in any other group and shall not work in any classification other than those specified in this section and only have recall rights for equipment specified in this section.

**GROUP A RETIREES:** Must have Group A eligibility. The pension was set up to enhance the lives of retirees in their golden years. Retiring from the trades is by voluntary choice.

A retiree is an equipment operator or mechanic who has applied for and is receiving a pension from any construction industry source.

Upon retirement the retiree can only register in this group. The Group A retirees will be referred to jobs only after the Group A classification and the Preferred A classification have been exhausted.

The Group A retirees will not be eligible for letter of request by the Employer.

**GROUP B:** Same as Group A, except that the employment shall have been at least 270 days, three (3) years of 90 days each. All fourth year Apprentices and Trainees shall be registered in this group.

**GROUP C:** All applicants who have worked as Operating Engineers at least ninety (90) days per year during each of the last two (2) years, and who have lived in the State of Ohio or any

county contiguous thereto for at least one (1) year prior to application. All third year Apprentices and Trainees shall be registered in this group.

**GROUP D:** All applicants who have worked as Operating Engineers at least ninety (90) days during the twelve (12) months prior to application. All second year Apprentices and Trainees shall be registered in this group.

**GROUP E:** All other applicants and all first year Apprentices and Trainees shall be registered in this group.

**GROUP F:** All applicants who are "temporary employees".

All applicants who have attained eligibility in any of the foregoing groups shall not lose eligibility as a result of their failure to obtain the required days of employment during the applicable periods of time. All graduating Apprentices shall upon journeyman certification become eligible for Group A. When an applicant fails to register in his/her eligibility group due to reasons other than illness, as hereinafter defined, and does not notify the Union Hall, the resultant failure to obtain the required days of employment during the applicable periods of time shall cause the applicant to lose eligibility in that group.

Any registrant requesting that their work registration card be placed on hold due to sickness, ill health or physical condition, must present to the Union a doctor's certificate or statement certifying that the registrant will be under a doctor's care for a minimum of thirty (30) days, and that such illness or physical condition prevents the registered applicant from working as an Operating Engineer. A work registrant's card will only be placed on hold for a minimum period of thirty (30) days, and a maximum period of one hundred twenty (120) days. No registration cards will be placed in the hold position for illness or physical condition for less than a thirty (30) day duration. Any refusals of dispatches due to illness or physical condition for a period of less than thirty (30) days shall be counted as a refusal under the terms and conditions of the referral procedure.

33. In referring applicants, the following procedure shall be followed:

A. Applicants in Group A shall first be referred, and then Group A Preferred, then Group A Retirees, then applicants in the succeeding groups, in order, through Group E. In each group, the Union shall refer applicants in order of their places on the referral list.

B. Registered Apprentices or Trainees shall be referred in order of their position on the referral list.

C. Employers shall have the right to reject any applicant referred for employment and shall immediately notify the Union in writing of such rejection. In the event a registrant is discharged by the Employer because of lack of sufficient ability, and he/she does not exercise his/her rights under the Referral Board of Review and Arbitration under Paragraph 37, the classification or equipment from which he/she is discharged shall be stricken from his/her referral record and he/she shall not be dispatched to a job in that classification or on that equipment until he/she has:

1. Taken training at his/her training site and has been certified, or

2. Has presented to his/her dispatch office a letter from a previous Employer, in signed agreement with Local 18 working within Local 18's jurisdiction, stating that in the Employer's opinion the discharged registrant has successfully completed a job assignment in that classification or on that piece of equipment in his employment.

D. When an applicant is actually employed, he/she shall notify the Union office at which he/she is registered within twenty-four (24) hours. Failure to do so is an imposition upon those registered and not employed and, therefore, such applicant will be barred from re-registering, unless and until he/she has made application to the Board of Review and Arbitration provided for in Paragraph 37 of this Agreement, and shows good cause for his/her failure to give such notice.

E. When an applicant becomes employed, his/her name shall be removed from the register as soon as he/she shall have worked for a total of thirty-one (31) accumulative working days (one (1) day jobs shall not count). An Operator who relieves another Operator will not be charged for the first fifteen (15) days (only one (1) fifteen (15) day relief per registration application card). All days after that will be counted toward his/her time.

If an applicant is employed for less than thirty-one (31) accumulative working days, he/she shall be restored to his/her previous position on the register when such employment terminates. Any applicant who quits employment or fails to show up for work assignment at starting time after being dispatched (provided he/she was dispatched the previous day), for what-

ever reason, except accident verified by police report, shall be placed at the bottom of the applicable registration group regardless of the number of days worked and shall not be eligible for request until he/she puts in a new registration card. When reason for employment termination is questioned, applicant must present a written termination slip evidencing reasons other than a voluntary quit before he/she is restored to his/her previous position on the register.

An applicant for employment may not refuse referral to employment for any reason except that the applicant may inform the District Office in writing, before any referral, that he/she will not accept employment referrals in certain named counties within the District. If an applicant refuses a job referral for the second consecutive time, he/she shall lose his/her position on the register and go to the bottom of the list for his/her group<sup>1</sup>. If the dispatcher is unable to contact an applicant, the failure to contact shall not be deemed to be a refusal.

F. Applicants must notify the Union office in which they are registered by telephone, or letter, or telegram, or in person of their continued availability for employment within thirty (30) days after the date of last registration or re-registration in order to maintain their places on the register.

In order to equally distribute and defray the cost of services rendered by the use of this referral system, all individuals who make use of this referral system shall be required to pay an initial registration fee of \$20.00\* and another \$20.00\* for each re-registration thereafter, provided that such fee shall not exceed \$20.00\* in any consecutive thirty (30) day period and provided that such fee shall not apply to the following:

1. Members in good standing of Local 18 or its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their regular dues; and

<sup>1</sup>Does not apply to the former Ohio or Kentucky Building & Light Commercial Agreements Referral.

\*Effective October 1, 2013 \$20.00. In the event that the General Executive Board exercises its authority under Article XI, Section 1 of the Constitution to increase the per capita tax payable to the International Union, effective July 1, 2014, July 1, 2015, July 1, 2016 and/or July 1, 2017, the registration fee of Local 18 shall increase in conjunction with such per capita tax increases(s) pursuant to Article XXIV, Subdivision 7, Section (1) of the Constitution of the International Union of Operating Engineers.

2. Applicants for membership to Local 18 or its Branches, International Union of Operating Engineers, whose proportionate share of the cost of this referral system is met by their fees; and

3. Members in good standing of the International Union of Operating Engineers who are paying travel dues whose proportionate share of the cost of this referral system is met by the payment of their fees.

G. The Union shall use its best efforts to notify all registered applicants when work is available for them, but the Union assumes no responsibility or obligation for failure to locate an applicant.

H. All applicants must submit a written resume of their experience and qualifications at the time of original registrations, and may be tested on the equipment they operate at the nearest available training site prior to being assigned a position on the referral list.

I. Subject to this referral system Employers may hire through this Referral policy, by name, former employees who have resided for at least twenty-four (24) months in the State of Ohio or in any county contiguous thereto, and have been employed by the Employer making the request during the past twenty-four (24) months within the jurisdiction of this Agreement. The Employer must make the request to the appropriate Union District Office and the employee requested must be registered on the District referral list (Groups A through E).

Employers may hire through this referral policy by name individuals in Group A for a production machine, or for a mechanic, or mechanic/welder, who has been registered on the out-of-work list for at least ten (10) days in the District in which the work is to be performed. Individuals shall have only one (1) request per four (4) month period from the last request. The request by name must be confirmed later in writing on the letterhead of the Employer and signed by either the Employer or the superintendent of the project.

Nothing in the referral procedure shall interfere with the transfer of an Employer's employees on his payroll from one project to another project within the geographical area covered by Local 18. When transferring employees, the Employer will notify the Union District Office from which the employee is to be transferred.

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The Union agrees the transfer will be processed in an expedient manner.

J. The purpose of the referral system is to provide non-discriminatory employment opportunities. Individuals who register therein deserve a preference over those who do not. Therefore, it is agreed that in the event the referral list is exhausted and the Union is temporarily unable to furnish qualified applicants within twenty-four (24) hours after receiving the Employer's request (Saturdays, Sundays and holidays excepted), the Employer may temporarily employ others until the Union notifies the Employer that it has qualified registrants available for employment.

Applicants hired by the Employer under this procedure shall be known as "temporary employees", and will be subject to re-placements. The Employer will notify the Union District Representative of the name, union affiliation (if any), date of employment and social security number of such temporary employee. The Union will maintain a register of all such "temporary employees" and such register shall be known as the temporary register. Such "temporary employees" may also be referred by the Union (when the referral list is exhausted) from Group F.

Such "temporary employee" shall be subject to replacement by a qualified registered applicant under the procedure listed herein:

1. The Union shall give a five (5) working day written notice to the Employer with whom the "temporary employee" is working and such "temporary employee" will thereupon be replaced at the end of the five (5) working day period provided the Union furnishes a qualified registered applicant.

2. The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the temporary register.

K. When an Employer states requirements for special skills or abilities in his/her request for employee applicants, the Union shall refer the first applicant on the register possessing such skills or abilities, regardless of the place or classification of such applicant on the register. If a contractor requests or requires that the operator be a Certified Operator, verification of the operator's certification is the responsibility of the Employer. If the Employer notifies the Union in writing, within thirty (30) days of the employee's discharge, of an Operator who had been

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in his employment and who had not performed satisfactorily, and the Employer does not wish this Operator to be referred to the Employer for future employment, the Union shall honor this written request.

L. Any employee who quits a contractor without proper notice and is subsequently hired by an Employer with whom Local 18 has a contractual relationship without a proper referral by Local 18 shall be discharged by the Employer when it is called to his attention.

34. Employers shall give first opportunity to persons registered for employment, as provided herein, by calling or notifying the Union at any of its offices in the territory where the work is to be performed.

35. Registration of applicants and selections of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on or in any way affected by Union membership, bylaws, rules, regulations, constitutional provisions, or any other aspects or obligation of Union membership, policies, or requirements. It is mutually agreed that the Employer and the Union shall abide by all of the laws of the United States, the State of Ohio, the Commonwealth of Kentucky, and lawful orders thereof in nondiscrimination and fair employment practices.

The Employer and the Union shall not discriminate against nor limit employment opportunities of any employee, applicant for employment or applicant for Union membership or apprenticeship training because of race, color, sex, age, religion, national origin or ancestry.

The Union agrees to furnish an Employer, at his request, any statement or data required under any regulations referred to herein.

36. In addition to the above Registration Groups there shall be established a Short Term Job Group. The sole purpose of this Short Term Job Group is to enable registrants to acquire time to be eligible for unemployment benefits. Registration in this group is limited to applicants eligible for Group A of this referral and all fourth year Apprentices showing proof of need for additional time to qualify for unemployment benefits.

Applicants' referral out of the Short Term Job Group will be limited to jobs of two (2) days or less duration in a calendar week or eight (8) days or less duration in a calendar month on equip-

ment listed on their registration cards. Any refusals of jobs will cause the registrant's card to be removed from the Short Term Job Group deck. Dispatches for short term jobs as defined above will first be made from the Short Term Job Group. If the dispatcher is unable to fill the short term job order from the Short Term Job Group he/she will proceed to fill the order from Groups A through F in accordance with the referral rules. Dispatcher should notify Employers when dispatching from the Short Term Job Group. The Employer reserves the right to request dispatch from Group A.

Since this Short Term Job Group is intended to provide limited employment for those needing credit for unemployment compensation, the Union shall, through its business agents, remove from employment any Operating Engineer who has accumulated more than two (2) days per calendar week or over eight (8) days in a calendar month - as a result of the Short Term Job Group.

Registrants in the Short Term Job Group will not be eligible for any recall or request provisions of the referral as herein described. Employment received as a result of the Short Term Job Group referral will not provide eligibility for Employer recall when the registrant is registered in Group A, Preferred A, or Group A Retirees deck. Apprentices or Trainees will not be permitted to register in the Short Term Job Group except as noted above. Registrants may not register in the Short Term Job Group or Group A or Preferred A or Group A Retirees deck at the same time. The Employer shall not be permitted to transfer employees dispatched from the Short Term Job Group from one project to another project.

The Union will save the Employer harmless for any liabilities occurring under the application of the provisions of the Short Term Job Group.

All the remaining rules with regard to the operation of the referral shall be applicable to the operation of the Group A, Preferred A and Group A Retirees except as modified above.

37. Any registrant or any Employer who may feel aggrieved by the operation of this referral system shall have the right to and must file his/her grievance, in writing, within ten (10) days after the occurrence of the event concerning which he/she complains with a Board of Review and Arbitration consisting of one (1) representative of the Union, one (1) representative of



the Employer, and an impartial third member to be selected by agreement of the Union and the Employer, and the decision of this Board shall be final and binding on all parties.

38. This statement as to referrals shall be posted in all places where notices to Employers and applicants for employment are customarily posted, including all offices of the Union; all offices of the Employer.

39. A Labor Relations Division Representative of the AGC of Ohio may inspect the referral register at the Union District Office at any time during normal office hours.

40. All officers and business representatives of the Union who have had previous work experience in any one or more of the job classifications contained in this Agreement shall be deemed to be employed at the trade and it is the intent of this section to provide that upon return to the employment in the trade, he/she shall do so with the same preference as if he/she had continually worked at the trade and shall be eligible upon registration for Group A.

#### ARTICLE IV

##### FRINGE BENEFIT PROGRAMS

41. The fringe benefit provisions contained herein shall apply to all Employer members of the AGC of Ohio Labor Relations Division, and Employers who become signatory or bound by this Agreement, as well as any other Employer or Employer groups who become a party to an Agreement covering the fringe benefit programs set forth herein.

42. All Employers bound hereby agree to be bound by the Agreement and Declarations of Trust, as amended, establishing the Pension Fund, Health and Welfare Plan and Apprenticeship Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto, shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and Plan and their successors as their representatives for the purpose set forth in said Agreements and Declarations of Trust.

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43. Fringe benefit contributions shall be paid at the following rates for all hours paid to each employee by the Employer under this Agreement which shall in no way be considered or used in the determination of overtime pay. Hours paid shall include holidays and reporting hours which are paid.

PENSION FUND: Effective May 8, 2013 is \$6.00 per hour

HEALTH & WELFARE PLAN: Effective May 8, 2013 is \$6.91 per hour; May 1, 2014 is \$7.16 per hour; May 1, 2015 is \$7.41 per hour

APPRENTICESHIP FUND: Effective May 8, 2013 is \$.60 per hour; May 1, 2014 is \$.67 per hour; May 1, 2015 is \$.75 per hour

SAFETY TRAINING AND EDUCATIONAL TRUST FUND: Effective May 8, 2014 is \$.07 per hour; May 1, 2015 is \$.09 per hour

The Union shall have the option of diverting all or any part of the increase scheduled for improvement of or payment of costs of any fund benefits provided under this Agreement; provided that the Union gives the Employer written notice of its election to do so by registered letter sent to the office of the AGC of Ohio at least 60 days before the effective date of the scheduled change specifying in said notice the amount of change to be applied for this purpose in the fund benefit for which the money is to be used.

44. It is further understood and agreed by and between the parties that duly authorized representatives of any of said Trust Funds or Plan shall have the right, on written notice, to audit the books and records of any party obligated under this Agreement to contribute thereto, with respect to the hours worked by and wages paid to all employees upon whom the Employer is obligated to make contributions and with respect to the payment of monies to the AGC of Ohio's Construction Industry Advancement Program under paragraphs 109, et seq. and with respect to the Administrative Dues deduction under paragraph 114. Notwithstanding the foregoing authority allowing audits with respect to the AGC of Ohio's Construction Industry Advancement Program and the Administrative Dues deduction, the audits shall only be conducted in conjunction with the Fringe Benefit Funds or Plans referred to herein and shall not be conducted independently. The twenty-four (24) hour notice referred to in paragraph 45(A) shall only be given for delinquencies to the employees Fringe Benefit Funds or Plan referred to therein.

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45. Reports of employees who have worked the number of hours that they have been paid, and such other data and information as may be required, and all contributions payable to the Funds or Plan shall be transmitted to the offices of the Funds or Plan no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed. In the event said audit is refused, reports not furnished, or said contributions are not paid, as aforesaid, the following remedies, in whole or part, and in addition to all other remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available.

A. After the Trustees or the Agent of any Funds or Plan have given the delinquent Employer twenty-four (24) hours written notice at the address shown in the records of the Funds, Plan or Union, the Union shall have the right to take such legal and lawful action as it may deem necessary until such delinquent payments are made or said audit is permitted, such action including but not limited to the right to withhold its services from such Employer for as long as the failure to make such contributions or audit continues, Article XIV notwithstanding.

B. In the event either the Union or the Trustees of any Funds or Plan may decide to utilize the grievance and arbitration procedure in this paragraph to collect delinquent contributions and liquidated damages to enforce any audit, or to obtain any report, the following procedure shall apply:

Unless the issue is resolved between the Employer and the party giving notice, within five (5) calendar days after deposit of written notice of delinquency and/or demand for audit and/or report in the United States mail, to the Employer at the address shown in the records of the Funds, Plan or Union, such party may refer the matter to an arbitrator to be named by the AGC of Ohio Labor Relations Division and by Local 18 of the International Union of Operating Engineers whose decision in writing shall be final and binding on all parties. In the event such parties are unable to choose an arbitrator within ten (10) days after written request therefore, the Union or the Trustees of any Funds or Plan may request an arbitrator according to the rules and regulations of the American Arbitration Association whose decision in writing shall be final and binding on all parties. The parties to the arbitration shall each bear one-half (1/2) of the total costs.

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46. In no event shall the foregoing provisions relating to Fringe Benefits be subject to or suitable for grievance and arbitration under Article XIV of this Agreement.

47. The Employer must obtain an Insurance Payment Bond (IPB), from a company that is "best" rated A. financial category 7 or better, payable to the Ohio Operating Engineers Fringe Benefit Program as a guarantee that the fringe benefits referred to herein are paid by the insurance carrier in the event that the Employer becomes delinquent in its payments and defaults thereon. In lieu of a surety bond, an Employer may substitute an equivalent cash bond, which will be escrowed to guarantee payment of fringes. If the Employer fails to provide the necessary bond within thirty (30) days of request by the Union, the Union shall withhold services until receipt of such bond, or the Employer makes fringe contributions on a weekly basis.

The Employer shall obtain said Insurance Payment Bond or cash bond in amounts set forth below:

1-10	Operating Engineers	\$ 50,000.00
11-20	Operating Engineers	75,000.00
21-50	Operating Engineers	100,000.00
Over 50	Operating Engineers	125,000.00

## ARTICLE V

### WAGE RATES

48. The purpose of this Agreement is to establish wage rates and conditions to apply for all work as defined herein and for operation of all equipment which comes within the jurisdiction of the International Union of Operating Engineers, and as negotiated by and between Local 18 and its Branches of the International Union of Operating Engineers and the AGC of Ohio Labor Relations Division.

49. Exhibit "A" covering wage rates and classifications attached hereto is made a part of this Agreement.

50. It is agreed if equipment within the jurisdiction of the International Union of Operating Engineers is used by an Employer and if there is no appropriate classification listed under the wage schedules therein, then the Union and the Association negotiating committees will negotiate a new classification and rate of pay for such equipment within five (5) days.

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51. The geographical jurisdiction of this Agreement will be zoned for wages only. Conditions of employment will be the same for all employees covered by this Agreement.

Zone I: Covering Portage and Summit counties only.

Zone IA: Covering Erie, Huron, Lorain and Medina counties.

Zone II: Covering the counties of Lucas and Wood only.

Zone III: Covering the counties of Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Mercer, Meigs, Miami, Montgomery, Monroe, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, and Wyandot. In Kentucky, the counties of Boone, Campbell, Kenton and Pendleton.

## ARTICLE VI

### WEEKLY PAY AND HOURLY PAY CLASSIFICATIONS AND REPORTING PAY PROVISIONS

52. In all counties covered by this Agreement, the following classifications shall be employed on a WEEKLY PAY basis:

Asphalt Plants  
Boiler Operators, Apprentice/Helper (Oiler), Registered Apprentices and Signalmen, when members of crew  
Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation)  
Cherry Pickers  
Cranes (all types)  
Derricks (all types)  
Draglines  
Dredges (dipper, clam or suction) 3-man crew  
Floating Equipment  
Gradalls  
Hoes (except when attached to farm or industrial type tractor or CAT 320 backhoes or equivalent and below)  
Hoists, with two or more drums in use

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Horizontal Directional Drill (over 500,000 ft. lbs. thrust)  
Maintenance Engineers (Mechanic and/or Welder)  
Master Mechanics  
Panelboard Operators (all types on site)  
Pile Drivers  
Power Shovels  
Rotary Drills (all), used on caissons for foundations and sub-structure work  
Side Booms  
Tug Boats

53. In all counties covered by ZONES I, II and III, the following classifications shall be employed on an HOURLY PAY basis (two (2), four (4), or eight (8) hours):

A-Frames  
Air Compressors, pressurizing shaft or tunnels  
Allen Screed Paver (concrete)  
Apprentice/Helpers (Oilers), Helpers, Boiler Operators, when not members of a crew  
Asphalt Pavers  
Backfillers  
Backfillers with Tampers  
Ballast Re-Locator  
Bar and Joint Installing Machines  
Barrier Moving Machine  
Batch Plant Operators  
Bobcat Type and/or Skid Steer Loader  
Boilers (15 lbs. pressure and over)  
Boom Trucks (all types)  
Bulldozers  
Bull Floats  
Burlap and Curing Machines  
Cableways  
Clefplanes  
CMI-type equipment  
Combination Concrete Mixers and Towers  
Compressors, on building construction  
Concrete Grinder/Planer  
Concrete Mixers  
Concrete Pumps  
Concrete Saw, Vermeer type  
Concrete Spreaders  
Conveyors, used for handling building materials  
Crushers

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Deckhands  
 Directional Drill "Locator"  
 Drum Firemen in asphalt plants  
 Elevating Graders or Euclid Loaders  
 Endloaders  
 Farm-type Tractors, pulling attachments  
 Finishing Machines  
 Fork Lifts (all types)  
 Forklift (rough terrain with winch/hoist)  
 Form Trenchers  
 Generators (except when furnishing power for hand tools)  
 Generators (sonic pile driving)  
 Guniting Machines  
 Helicopter Operators, hoisting building materials  
 Helicopter Winch Operators, hoisting building materials  
 Hoes, when attached to farm or industrial type tractors  
 Hoists (building construction)  
 Horizontal Directional Drill (less than 500,000 ft. lbs. thrust)  
 House Elevators (except those automatic call button controlled)  
 Buck Hoists, Transport Platforms, Construction Elevators  
 Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E")  
 Hydraulic Gantry (lift system)  
 Hydro-seeders  
 Inboard, Outboard Motor Boat Launches  
 Kolman-type Loaders (dirt loading)  
 Laser Finishing Machines  
 Laser Screed and like equipment  
 Lift Slab or Panel Jack Operators  
 Lead Greasemen  
 Light Plant Operators  
 Locomotives (all types)  
 Man Lifts  
 Mixers, one bag capacity with side loaders  
 Mixers, Paving (multiple drums)  
 Mobile Concrete Pumps, with booms (including oiler, etc.)  
 Mucking Machines  
 Mudjacks  
 Pavement Breakers (hydraulic or cable)  
 Pettibone - Rail Equipment  
 Plant Mixers (on site)  
 Post Drivers  
 Post Hole Diggers  
 Power Driven Heaters (oil fired)

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Power Graders  
 Power Scoops  
 Power Sweepers  
 Power Scrubbers  
 Prentice Loader  
 Pressure Grouting  
 Pressure Pumps (over 1/2" discharge)  
 Pump Operators, installing or operating well-points or other types of dewatering systems  
 Pumps (4" and over discharge)  
 Pumps (under 4" discharge)  
 Rail Tamper (with automatic lifting and aligning device)  
 Switch & Tie Tampers (without lifting and aligning device)  
 Tire Repairmen  
 Tractors, pulling sheepsfoot rollers or graders  
 Trench Machines (over 24")  
 Utility Operators  
 VAC/ALLS  
 Vibratory Compactors, with integral power  
 Welders (except electric machines)

54. In all the counties covered by ZONES I, IA, II and III, employees covered by this Agreement employed on a WEEKLY PAY basis reporting for work on Saturday, Sunday or holidays shall be paid as follows: Employees who have not started to work will receive two (2) hours at premium pay for reporting to work (only need to stay on job for one (1) hour). Employees who start to work will receive four (4) hours pay at premium rate; more than four (4) hours will receive eight (8) hours pay at the premium rate. For inclement weather only it will be 2-4-6-8 hours of pay at the premium rate of pay.

They must report to work at starting time and remain on the job until release.

55. When a machine having a forty (40) hour guarantee is laid up on a project site and the workmen are laid off and paid off, that machine cannot be started back to productive work on that project site unless it is laid up for one week (seven days) without calling back the workmen who had manned the machine and they shall be paid for the time they have been off, unless mutual agreement is reached between the Employer and the Union District Representative to permit employees to work on the weekly guarantee equipment during the seven (7) day "lay-up" period without penalty.

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56. In all the counties covered by ZONES I, II and III, employees covered by this Agreement employed on an HOURLY PAY basis, unless notified by the Employer not to report to work, shall receive two (2) hours' pay for reporting to work; if such operator does not start to work, he/she shall receive his/her two (2) hours' reporting time. An employee may be required to stay at the work project for one (1) hour to be eligible for two (2) hours reporting pay unless the Employer releases the employee prior to the end of the first hour. If the employee starts to work, he/she shall receive four (4) hours' pay; if the employee works over four (4) hours, he/she shall receive eight (8) hours' pay; for inclement weather only it will be 2-4-6-8 hours.

In all counties covered by ZONES I, II and III, employees covered by this Agreement employed on an HOURLY PAY basis reporting to work on Saturday, Sunday or holidays; all conditions in this paragraph will apply and both reporting time and time worked will be paid for at the rate provided in accordance with Article VII. They must report to work at starting time to be entitled to reporting pay. Where less than four (4) hours or less than eight (8) hours are worked, the employees must remain on the work for the full four (4) hours or the full eight (8) hours, as the case may be, to be entitled to pay for the four (4) or eight (8) hours, as stipulated in this Agreement. Employee call off notification must be made not less than 60 minutes prior to the established starting time or show pay applies.

A. When an employee working on equipment with a weekly-pay guarantee and work with his/her equipment is completed on a project, the employee is guaranteed only Monday through Wednesday pay if the equipment finishes the work on the project the first three days of the week. The Employer will notify the Union District Representative prior to application of this provision.

57. Crews will be eligible for straight time weekly pay when their equipment is transferred out of their District up to the day the equipment is shutdown; otherwise, Paragraph 56, Section A prevails.

58. On jobs where there is only one (1) day's work for a piece of equipment, employee or crew may be employed on a day-pay basis. Upon the Contractor's request to the Union Business Representative for a second day for special occasions, the Union gives the Representative authority to authorize a second day for the period of this contract.

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59. All reporting pay time paid to an employee shall count as working hours with respect to any work guarantees or overtime pay provisions.

60. Employees who are working for an Employer in other than their local residence area thereby necessitating them to pay room and board shall, upon request, be granted their release if the Employer is unable to supply enough work to justify their staying. Employees released under this provision will be considered as laid-off because of lack of work.

## ARTICLE VII

### PROVISIONS FOR PREMIUM RATE OF PAY

61. The week shall begin on Monday A.M. and shall end on Sunday P.M.

62. The regular starting time must be established for not less than one (1) week. Any time worked prior to the established starting time will be paid for at the applicable premium rate unless otherwise arranged through Union notification.

63. The normal work day shall consist of eight (8) hours and the normal work week of forty (40) hours. One and one-half (1-1/2) times the regular rate shall be paid for all work in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater, and including Saturday. When an Employer performs clearance and excavation for site preparation for industrial or building sites, the Employer will pay the wage rates listed herein, all overtime will be performed at one and one-half (1-1/2) times the regular rate. Subject to Paragraph 121, all other conditions and provisions shall be as provided herein.

A. An Employer may, however, have the option of working a four-ten hour schedule at straight time rates. No Operating Engineer with a weekly guarantee will lose a paid holiday he/she would otherwise receive by working a four-ten week. Instead, such employees will receive, in addition to wages and fringes for hours worked in a four-ten week, an additional eight (8) hours and fringes at straight time rates for the holiday. If the Employer elects, upon notification to work a four-ten hour schedule, he shall pay overtime in such cases on all hours over ten (10) hours per day or over forty (40) per week, whichever is greater. A four-ten work schedule must be by the week.

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In addition to the above: It is agreed that when time is lost by the crew during the regular work week, Monday through Thursday, due to inclement weather, holiday, equipment breakdown or directions of the project owner, this time may be made up by the entire crew on Friday at the regular rate of wages. All Friday work must be scheduled on a minimum of eight (8) hours basis. All hours worked in excess of the forty (40) hours in the work week or ten (10) hours each day, shall be paid at the appropriate overtime rate of pay.

B. Any employee hired on any day of the week, Monday through Thursday, and who does not lose any time from the day of his/her initial hire until Thursday shall receive the overtime rate of wages for Friday, providing the crew is eligible for the premium rate for Friday.

C. Should any other trade on the project in the contractor's employ, working in conjunction with the Operating Engineers, receive premium pay on a Friday, the Operating Engineers would also receive premium pay for the Friday.

D. If the other basic crafts employed by your contractor on the project receive the overtime rate for the ninth (9th) and tenth (10th) hours, the Operating Engineers will also receive the overtime rate.

E. When an Employer works three (3) days or less in a week, premium time will be paid after eight (8) hours for each of the days, except for holidays, inclement weather or completion of the job.

F. Pay day will be on Thursday.

G. Weekly pay employees, in order to be eligible for eight hours' pay that day, must be available to perform work for the Employer.

H. Direct deposit will be at the discretion of the employer. There will be no cost or fees to the employee.

64. Double time will continue to be paid to any Operator who is complementing another trade that is receiving double time. All work performed by an employee on Sunday or holidays shall be paid at two times the regular rate established in this Agreement or any escalated rate that may be in effect.

65. No Weekly Pay employee covered by this Agreement shall lose time because of the observed holidays. If not requested to work, he/she shall be paid eight (8) hours straight

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time pay at the rate established in this Agreement or eight (8) hours at any escalated rate that may be in effect. Holidays shall be of twenty-four (24) hours duration. When required to work on holidays, the employee shall be paid two times the regular rate established in this Agreement or any escalated rate in effect.

66. There shall be no work required on Labor Day except in special cases of emergency.

67. The observed holidays are Christmas, New Year's Day, Labor Day, Memorial Day (last Monday in month of May), Independence Day and Thanksgiving Day. When any of the aforementioned holidays fall on Sunday, they will be observed on Monday. All weekly pay Employees covered by this Agreement to be eligible for holiday pay must be available for work the first regularly scheduled work day prior to the holiday and be available for work the first regularly scheduled work day after the holiday.

68. Where steam boilers, power driven heaters or pumps are used on a continuous seven (7) day twenty-four (24) hours per day operation, overtime may be avoided by using four (4) shifts of Operating Engineers, each shift to work six (6) hours on a seven (7) day basis. Each Operating Engineer so employed shall be paid forty (40) hours at the applicable straight time rate and two (2) hours at double the applicable straight time rate. The aforementioned condition, where overtime may be avoided, can only be used upon the Employer's guarantee of a minimum thirty (30) days of operation. In the event the Employer cannot furnish thirty (30) days of employment after starting work under Paragraph 68, it is agreed that upon lay-off of employees the Employer will pay retroactive overtime to such laid-off employees from the start of this particular operation in accordance with Article VII, Paragraphs 63 and 64 of this Agreement.

69. Job Master Mechanics and Operators of derricks, cranes, derrick cars on steel erection and on building construction and all winch trucks used in hoisting construction material and any type of hoist, shall command and receive the highest rate of pay and the same applicable premium pay and conditions of overtime where the rates or conditions for the Ironworkers, Boiler Makers, Pile Drivers and Pipefitters are higher than the rates specified in this Agreement for the foregoing classifications. To be eligible for the benefits of complementing the above mentioned trades, an Operator must be required to perform a specific operation which is directly related to the work which the other trades are performing.

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70. Operating Engineers employed on any equipment within the jurisdiction of the International Union of Operating Engineers working in shafts, tunnels or storage caverns where natural earth or rock is undisturbed overhead, shall be paid fifty cents (\$.50) per hour above the rates in this Agreement or in addition to any escalated rate that may be in effect. This does not apply to open cut work.

71. Booms, including jib 150 feet through 180 feet in length, fifty cents (\$.50) per hour in addition to the established crane rate or any escalated crane rate that may be in effect.

72. Booms, including jib over 180 feet through 249 feet in length, one dollar (\$1.00) per hour in addition to the established crane rate or any escalated rate that may be in effect.

73. Booms, including jib of 250 feet and over in length, one dollar twenty-five cents (\$1.25) per hour in addition to the established crane rate or any escalated rate that may be in effect.

74. Conventional cranes whether crawler or truck when used as a tower crane, the effective length of the mast and the boom combined, will be used to determine when these extra rates will be applied.

75. Tower Cranes, the height of the boom point from the first floor level of the project, will be used to determine when these extra rates will apply.

76. On jobs where crane-type or derrick-type machines are operated on floors above the first floor level of the building, twenty-five cents (\$.25) per hour shall be paid in addition to the established crane rate or any escalated rate that may be in effect.

## ARTICLE VIII

### CREWS AND GENERAL PROVISIONS

77. In all the counties within the jurisdiction of this Agreement, crews shall be employed on all truck cranes, power shovels, cranes, rotary drills on caisson work, cableways, draglines, tower derricks, tower cranes, multiple drum pavers, pile driving machines and hoes, standard gauge locomotives, bucket trench machines (over 24" wide) and horizontal directional drills (over 500,000 ft.lbs.thrust). Crews shall consist of an Operating Engineer and an Apprentice/Helper (Oiler) or Signaller on machines, regardless of motive of power, or an Operating Engineer and Fireman on steam machines.

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78A. Apprentice/Helpers (Oilers) are required on hoes, excavators, and front hydraulic shovels having a base operating weight in excess of 105,000 pounds, single cab hydraulic cranes on rubber with a total weight of 125,000 pounds and Apprentice/Helpers (Oilers) shall be required on cable crawler cranes over 80 ton structural capacity, defined as: the factory specified total maximum counter weight with a PCSA rating not to exceed 36,400 pounds, based on 50' of boom at 40' radius, with the single line pull not exceeding 17,000 pounds. Anything outside any of the aforementioned limits determines the crane as requiring an Apprentice/Helper (Oiler). All factory certifications and the computer system will be available for inspection at any time by the Union or their designee. On remote control gradalls, Apprentice/Helpers (Oilers) shall be at the discretion of the Employer. Truck cranes, lattice boom, thirty (30) ton capacity and under; hydraulic truck cranes and all terrain cranes fifty (50) ton capacity or less, an Apprentice/Helper (Oiler) is not required. However, if someone other than an Operating Engineer is assigned to this work, this paragraph will be revoked on the project, and an Apprentice/Helper (Oiler) will be required for the remainder of the project. An Apprentice/Helper (Oiler) is required on self-erecting cranes (as defined by the manufacturer) while being erected and dismantled.

78B. Apprentice/Helper (Oiler) on jobs of thirty (30) days or more will be given a minimum of 30 minutes per day operating the machine they are assigned to (or a similar machine on the same project). If the Apprentice/Helper (Oiler) cannot be trained to operate the machine to the satisfaction of the Employer then he/she shall be replaced.

79A. Work of the Boiler Operator, Apprentice/Helper (Oiler), Registered Apprentice, and Signaller shall include getting up steam and greasing up, filling gas tanks and making the machine and equipment ready for operating at the starting time. If, at the discretion of the Employer, an Apprentice/Helper (Oiler), Registered Apprentice, or Signaller is required to make gas or diesel machines ready to operate before the regular starting time, such Apprentice/Helper (Oiler), Registered Apprentice, or Signaller shall be paid one-half (1/2) hour's pay at one and one-half (1-1/2) times the regular rate. If, at the discretion of the Employer, a Boiler Operator or Registered Apprentice is required to get up steam and grease steam machines and make them ready to operate before regular starting time, then

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such Boiler Operator or Registered Apprentice shall be paid one (1) hour's pay at one and one-half (1-1/2) times the regular rate.

79B. Apprentice/Helpers (Oilers), while assigned to track hoes, cranes and other equipment, will perform the following work on the project as additional duty:

- Cover small equipment (i.e. pumps, generators, compressors, etc.)
- Act as signal person
- Safety/fire watch
- Practice operating in a learning environment in the vicinity
- Help with survey duties on project
- Help mechanic, lube trucks, fuel
- Practice operating rough terrain forklift, front loader, rubber tire hoe, loader in vicinity of primary duty
- Replace other operators who may be absent on project
- Run parts or materials as necessary
- Safety enforcement
- Productive activity on job site to facilitate job completion when it does not interfere with progress of primary machine, providing this does not interfere with another Operating Engineer's workday

80. Apprentice/Helper (Oiler), Registered Apprentices, Signalmen, Grease Truck Operators, when requested to work the regular one-half (1/2) hour lunch period, will eat their lunch prior to or after the regular one-half (1/2) hour lunch period in order to be able to oil, grease and repair machines during the regular one-half (1/2) hour lunch period at no extra pay.

81. More than one (1) shift may be worked in any twenty-four (24) hour period and the starting time of the shifts shall be left to the discretion of the Employer. This starting time must be maintained five (5) days, Monday through Friday. However, more than six (6) hours shall not be worked without allowing thirty (30) minutes for a lunch period. Where two (2) shifts are employed, eight (8) hours shall constitute a day's work for the first shift and eight (8) hours shall constitute a day's work for the second shift. When three (3) shifts are employed, eight (8) hours shall constitute a day's work for the first shift, seven and one-half (7-1/2)

hours work with eight (8) hours pay shall constitute the second shift, and seven (7) hours work with eight (8) hours pay shall constitute the third shift. For the purpose of overtime pay for multiple shift operations, a work day shall be determined by the starting time of the shift. In addition, the second shift will receive twenty-five cents (\$.25) per hour, third shift fifty cents (\$.50) per hour premium above the established rate of pay.

When warranted by a particular job's conditions, shift work may be instituted for less than five (5) consecutive days.

82. Where project owners establish specifications, requirements, or for safety reasons that limit the days or hours in which work may be performed, the Employer, after advance notice to the Union, may start the work week after 6:00 p.m. on Sunday at straight time rates. In applying this schedule, Sunday p.m. will be considered Monday, the following Friday will be considered Saturday (paid at time and one-half) and Saturday will be considered Sunday (paid at double time). All premium pay provisions will apply for the sixth and seventh days as to Saturday and Sunday, respectively.

83. When it is necessary for equipment to be operated, the Operating Engineer who regularly operates the particular piece of equipment shall be given first chance to perform the work. If an Apprentice/Helper (Oiler) is required, the Apprentice/Helper (Oiler) who is regularly assigned to the particular piece of equipment shall be given first choice to perform the Apprentice/Helper's (Oiler's) duties. In an emergency, any employee may be assigned to any equipment. It is understood that the Master Mechanic or Steward will be notified, when possible, of such emergency requirements.

84. Employees who are requested, referred and employed by Employers on the same day under hourly classifications in this Agreement shall be paid a minimum of eight (8) hours pay on the day they report to the job. Any overtime worked after the normal quitting time shall be paid at the proper overtime rate in addition to the eight (8) hours minimum first day pay guarantee. The furnishing of a truck by a Mechanic shall not be a condition of employment. If an Employer is requesting a Mechanic from the Union, the Employer may require the new Mechanic to furnish a truck. If a Mechanic is required to furnish a truck, compensation will be negotiated between the Mechanic and the Employer.



85. Equipment Operator employees shall be required to carry sufficient tools to make minor repairs and adjustments in order to meet manufacturers daily maintenance requirements on the equipment they operate. This excludes diagnostic and electronic equipment.

86. If compressors, generators, boilers, hydraulic pumps or power pacs or any other type of power equipment is mounted piggyback on crane-type equipment requiring a crew, two (2) Operating Engineers will be employed at the Class "A" rate or any escalated rate in effect and under the weekly guarantee. If the crane does not ordinarily require a crew, see Paragraph 78A, the employment of a second operator shall be at the discretion of the Employer. The jurisdiction of the Operating Engineers must be preserved, however, and if someone other than an Operating Engineer is used to operate the piggyback equipment, the contractor must immediately employ a second Operating Engineer at the Class "A" rate.

Where compressors up to 600 CFM or hydraulic pump, power pacs, etc. are operated and exclusively used to power attachments, such as hoe ram and other similar pieces of equipment, the equipment will be considered and manned as a piggyback operation. If a second person (Operating Engineer) is required, even though the equipment is located adjacent to the machine or crane and not mounted directly on the machine, the second person (Operating Engineer) operating the equipment is paid the Class A rate of pay for the day.

Where a second person is an apprentice, refer to the Registered Apprenticeship Wage Schedule on page 86.

If the crane does not require a crew, the auxiliary piece of equipment will be manned by an Operating Engineer and paid the appropriate rate of pay.

87. ZONES I, IA, II, and III - As listed in Exhibit A.

When a contractor has eight (8) or more major Operating Engineers (major Operating Engineers A, B and C classifications) employed in the District, he/she shall employ a Master Mechanic. In addition to the Master Mechanic required above, if a contractor has eight (8) or more Operating Engineers (major Operating Engineers A, B and C classifications) employed by him/her on any one job, he/she shall employ a Master Mechanic on that job. The Master Mechanic so employed shall be answerable to the Employer and must be a member of the International Union of

Operating Engineers, Local 18. The Master Mechanic duties will be assigned by the Employer. Job Master Mechanics so employed shall be paid at the rate specified herein or paid fifty cents (\$.50) per hour above the highest rate of any Operating Engineer working under his/her direction, whichever of these rates is higher.

On jobs where maintenance operators are to be employed, the first one (1) employed shall be Class A; the second one, if required, may be a Mechanic Trainee. Any further hire of maintenance operators shall be one Class "A," then a Mechanic Trainee may be hired. This ratio of one Class "A" to Mechanic Trainee shall be continued in the hire of all maintenance operators as required by the project requirements. Mechanics in training, working under these provisions, will be compensated according to the schedule provided under the "Field Mechanics Trainee Schedule."

88. Operators of equipment serviced by a Master Mechanic on a job site shall not be counted in the number of Operators within the District to determine when a Master Mechanic will be required for the District.

89. Employees shall be paid once each week, with not more than five (5) days withheld on the designated payday on the job prior to their normal quitting time. Failure to comply with this provision will require the Employer to pay these employees involved the double time rate if required to wait on the job. If required to return the next day to receive their pay, they shall be paid a minimum of four (4) hours at the hourly rate applicable for that day. These same conditions will apply to employees who are terminated after completion of their job assignment. In the event of the discharge of an employee, he/she shall be paid immediately or his/her time will continue until he/she is paid off properly. If not paid off by normal quitting time, the aforementioned requirements will be applied if he/she is required to return the next day for his/her pay. Any employee discharged for just cause will receive their paycheck by the end of the next pay period.

90. Paychecks will show the following information:

- (1) Total hours worked
- (2) Overtime hours (premium hours)
- (3) Gross pay
- (4) All deductions listed
- (5) All fringe contributions (to be shown as a total contribution)

91. Employees requiring relief, for sickness or other causes, must notify his/her immediate supervisor before leaving the job. Such relief shall be arranged through the Union District Office.

92. Employer agrees to carry Workers' Compensation or other equivalent liability insurance for the protection of all employees covered by this Agreement.

93. At the direction of the Employer's representative on the job, Operating Engineers shall be allowed proper time for necessary repairs and upkeep. During periods of major repairs there must be suitable shelter around equipment and heated from November through March.

94. On projects where at least eight (8) Operators are employed, the Employer, during the months of November 1 through April 30, will furnish a heated shelter where employees may change clothes.

95. Sanitary drinking water and toilet facilities will be available on the project in compliance with the provisions of the applicable state code.

96. The Employer agrees, upon the termination of any employee covered by this Agreement, to furnish such employee so released with a termination slip at the time of release, showing reason for said release. (Union will provide uniform numbered slips in duplicate; original for employee, duplicate for the Employer's file).

97. No supervisory employee shall perform productive work or operate equipment which would deny an Operating Engineer employee employment.

98. In the reduction of forces on any project, it is agreed that non-area residents will be the first to be laid off except for a limited number of key men as mutually agreed by the Union and the Employer at the Pre-Job Conference. Non-area residents are herein defined as those who have not resided in the State of Ohio or in counties contiguous thereto, nor in Boone, Campbell, Kenton and Pendleton counties in Kentucky, or in counties contiguous thereto, for a period of one (1) year.

99. When an Employer rents or leases equipment manned from an Employer in signed relations with this Union, the Engineer or Crew may be transferred to the payroll of the lessee, providing the referral office servicing the job or project shall be notified prior to such transfer and provided further that such employee's

employment by the lessee shall terminate upon the termination of the lease or rental of the equipment or any replacement thereof whichever is later.

100. When an Employer hires an Owner Operator with one (1) machine and the Owner Operator himself operates such single machine, the Owner Operator will be placed on the Employer's payroll. In the event that the above mentioned machine requires two (2) employees, such employees shall be placed on the Employer's payroll. However, when the Owner Operator has two (2) or more machines operating on the same job, he/she shall then be considered a sub-contractor and therefore come under the sub-contractors clause.

## ARTICLE IX

### TERM OF AGREEMENT

101. The Union will notify the Association which is signatory to this Agreement of the name and address of any contractor who becomes signatory to or bound by this Agreement during the term of this Agreement. The notice shall be given in writing within seven (7) days of the time any such contractor becomes signatory or bound hereto. The notice shall include a copy of the signature page of the contract or the assent card and, if not noted thereon, a statement of the date the contract or assent card was signed or the date the contractor became bound.

102. Within seven (7) days of the receipt of a notice from the Union of its intent to terminate or modify this Agreement, the Association will notify all such contractors of whom the Association has been notified by the Union. Each such contractor shall have thirty (30) days from the date the Association received the notice of intent to terminate or modify to advise the Union in writing of its intent to negotiate separately for a renewal agreement.

103. In the event any such contractor fails to advise the Union of its intent to negotiate separately within the time period set forth above, such contractor shall be deemed and presumed to agree to the terms and Agreement arrived at in negotiations between the Union and the Association and to be bound by the collective bargaining agreement resulting therefrom.

104. The provisions of this section shall operate for successive collective bargaining agreements until such time as the

Contractor or Union gives timely notice that said party desires to negotiate separately. Said notice shall be given within the time periods provided in the termination clause of this Agreement or any successive collective bargaining agreement.

105. The provisions of this Agreement shall continue in full force and effect through April 30, 2017 and thereafter from year-to-year, including new terms, conditions and compensation, until termination at the option of either party, in writing, 60 days prior to expiration of Agreement.

## ARTICLE X

### APPRENTICES

106. In order to maintain sufficient skilled mechanics for the industry and, in order to present proper learning opportunities for youth and, in order to effectuate the principles and desires of the negotiating parties created by the foregoing, the negotiators hereby fully subscribe to the Ohio Operating Engineers Apprenticeship Fund Agreement and Declaration of Trust dated 20 October 65 as if they had originally negotiated the same. The only limitation upon the program is the Affirmative Action Program here attached (Exhibit "B"), in addition to the proper rules, regulations, processes, and procedures enunciated by the Joint Apprenticeship and Training Committee established by the Trust of 20 October 65.

107. It is understood by the negotiating parties that a Registered Apprentice Engineer works under the direction of the Operating Engineer and the Joint Apprenticeship and Training Committee, and that the Operating Engineer shall see that he/she stays on the job, properly caring for his/her machine. The Employer shall give sufficient opportunity for the Registered Apprentice to operate under the supervision of the Operating Engineer when time and opportunity avails itself. The Area Coordinator of Apprentices shall be appraised periodically and by his request of performance to further the Registered Apprentices' learning situation. Registered Apprentices shall receive the scale enunciated by the Joint Apprenticeship and Training Committee in the time justified category that the Registered Apprentice has accomplished. For every three (3) Operating Engineer Journeymen employed by the company, there may be employed one (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An ap-

prentice, while employed as part of a crew per Article VIII paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement.

## ARTICLE XI

### CONSTRUCTION INDUSTRY ADVANCEMENT PROGRAM

108. The Employer and the Union agree to and approve the establishment of a Construction Industry Advancement Program to promote the common good of the Construction Industry by providing financial support for activities which may include but not necessarily be restricted to: (a) promotion of safety; (b) market development; (c) protection of legitimate markets; (d) public relations; (e) personnel practices and labor relations; (f) education; (g) industry relations; (h) apprenticeship training; (i) participation in Funds and Plans provided for in collective bargaining agreement, such as Health and Welfare Plans; and (j) collection and distribution of information from and to all segments of the Construction Industry and related groups or authorities.

109. Each Employer bound by this Agreement shall pay twenty cents (\$.20) per hour worked effective May 1, 2010 to the AGC of Ohio Construction Industry Advancement Fund. Such funds shall be transmitted along with the Health and Welfare payments to the Ohio Operating Engineers Health and Welfare Office located at 1180 Dublin Road, Columbus, Ohio 43215, no later than the fifteenth (15th) day of the month immediately following the calendar month.

A. Administrative Fee. In addition to the CIAP payment each Contractor bound by the Agreement who is not an AGC of Ohio member shall pay an administrative fee of fifteen cents (\$.015) per hour for each hour worked by employees of the Contractor who are working within the bargaining unit herein. Such payments shall be transmitted with the fringe payments provided herein or transmitted directly to the AGC of Ohio no later than the fifteenth (15th) day of the month immediately following the calendar month in which the work was performed.

B. The Union shall have no participation or control of any kind or degree whatsoever nor shall the Union be connected in any way whatsoever with the Construction Industry Advancement Fund.

C. The Employer will hold the Union harmless from any liabilities arising out of the terms of Paragraph 108 through and inclusive of Paragraph 109D.

110. AGC of Ohio shall be the exclusive Administrator of the State Fund. Payments to the program shall be in accordance with instructions on forms furnished by the Association.

111. The monthly contribution period and report shall end with and include the last full weekly pay period of the month. Payments and reports for each monthly contribution period shall be due on or before the fifteenth (15th) day of each month covering amounts due for the preceding month. If an Employer shall fail to make their payment when the same shall be due and payable, he shall be subject to an additional charge of one and one half percent (1-1/2%) per month until paid, to reimburse the Construction Industry Advancement Program for damages due to additional administrative expenses and impairment of reserves. In addition to the additional charges referred to herein, an Employer who fails to make timely payments shall be liable for legal fees and court costs incurred by the Association in collecting late payments.

112. Should there be any termination of payments allocable to the Construction Industry Advancement Program by reason of the expiration of this Agreement or for any other reason, the assets and Fund of the Construction Industry Advancement Program shall not be distributed among any Employers, or the Union, but shall be held by the Association, which shall continue to administer and expend such assets and funds for the purposes as set forth herein and subject to the conditions as also provided herein.

113. There is specifically excluded from the purposes of the Construction Industry Advancement Program the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize contractors during periods of work stoppages or strikes.

## ARTICLE XII

### UNION ADMINISTRATIVE DUES AND DEDUCTIONS

114A. Upon notification by the Union that a uniform administrative dues deduction has been authorized by all employees of the Employer, the Employer shall deduct said uniform administrative dues. The Union shall be responsible for obtaining all individually signed authorizations.

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114B. The employer will deduct ten cents (\$0.10) for each hour that the employee receives wages under the terms of the Agreement on the basis of individually signed voluntary authorized deduction forms. It is agreed that these authorized deductions are for remittance to Local 18's Political Education Patterns known as P.E.P., and are not a condition of membership in the International Union of Operating Engineers, Local 18 or of employment with the Employer, and that P.E.P. will use such monies in making political contributions in connection with federal, state and local elections. Payments for P.E.P. reflecting employee hours worked shall be made on the monthly fringe benefit reporting forms and shall be remitted at the same time and in the same manner as the Employer submits the fringe benefit payments under Article V of this Agreement.

The costs of administering this payroll deduction for P.E.P. are incorporated into the economic package provided under the terms of this Agreement so that the I.U.O.E. has, through its negotiation and its execution of this Agreement, reimbursed the Employer for the costs of such administration.

115. Credit Union savings will be agreed to only if deductions are the same for all employees and the Union is responsible for obtaining the voluntary authorization.

116. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of said deductions.

## ARTICLE XIII

### ENFORCEMENT MEASURES

117. It is agreed that all subcontractors shall be subject to the terms and provisions of this Agreement as it relates to the Operating Engineers.

118. The Union shall require that no Union person shall leave a job by quitting unless he/she has been properly relieved after giving ample notice of his/her intention to quit to the Employer.

119. The Union shall not transfer a Union person from one Employer to another without the consent of the Employer and the Union person involved. Neither shall the Employer transfer a Union person from his/her employ to another Employer's payroll without the consent of the Union person involved and the Union.

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120. All employees of the Employer shall be allowed time to vote on Election Day as required by law on employees own time.

121. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable wage rates and conditions shall automatically be extended to the Employer.

122. There are areas within the scope of this Agreement for which the wages and conditions contained herein may not be appropriate due to competition or other reasons. In such cases, adjustments will be made in accordance with principles agreed to by the parties during negotiations.

123. No employee covered hereby may be discharged by an individual Employer for refusing to cross a legal primary picket line established by an International Union affiliated with the Building and Construction Trades Department of the AFL-CIO or a Local Union thereof or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, a Local Union thereof, which picket line has been authorized and sanctioned by proper authorities. No jurisdictional or illegal informational picket line shall be recognized.

#### ARTICLE XIV

##### NO STRIKE-NO LOCKOUT-ARBITRATION AND DISPUTES

124. The Employer shall not cause, permit or engage in any lockout of its employees during the term of this Agreement.

The Union shall not authorize, cause, engage in or sanction, nor will any employee take part in any illegal slowdown, work stoppage, strike, picketing or other concerted interference against the Employer, or occurring at or around the Employer's office or work locations during the term of this Agreement.

125. Should a dispute arise between any of the parties (Employee, Employer, Association and/or Union) to this Agreement as to its meaning, intent or the application of its terms, this dispute will be settled in accordance with the following grievance procedure:

**STEP 1:** The aggrieved employee shall first take up his/her grievance orally with the Employer's Supervisor or Representative. The employee may, if he/she so desires, have his/her

Steward appear with him/her. The grievance shall be orally brought to the Employer's attention within three (3) working days of the occurrence or discovery of the grievance, but in no event will the grievance be honored by management later than fifteen (15) days past the incident giving rise to the complaint. A grievance not submitted within the time limit shall be deemed untimely and is waived.

**STEP 2:** In the event the grievance is not settled, the employee then shall put his/her grievance in writing within three (3) working days after STEP 1 meeting, dated and signed along with the contract Article effected and submit the grievance to the District Business Representative and he/she and the Business Representative shall meet with the Employer's Representative and attempt to settle the matter. If no settlement can be reached within ten (10) working days from the date of the written grievance, then

**STEP 2a:** The grievance may be considered by a designated representative of the Union and the Labor Relations Director of the Associated General Contractors of Ohio, who shall have the authority to mutually agree upon a final and binding settlement of the grievance. If Step 2a. is not utilized, or if no settlement can be reached in Step 2a. within five (5) days from the date the grievance is referred, then:

**STEP 3:** The grievance may be referred to the State Joint Committee consisting of six (6) members, three (3) to be appointed by the Labor Relations Division of the AGC of Ohio and three (3) to be appointed by Local 18 of the International Union of Operating Engineers. Where the State Joint Committee, by majority vote (5 members or more), resolves a grievance, no appeal may be taken and such resolution shall be final and binding on all parties and individuals bound by this agreement. In case of failure of either party to appear at the hearing of a grievance properly filed for hearing, the parties in attendance shall offer evidence in support of their position and the Committee shall dispose of the case on the basis of such evidence. If no settlement is reached at this STEP within fifteen (15) working days from the date the grievance is referred, then

**STEP 4:** The grievance shall then be referred to an Arbitrator selected by the Committee referred to in STEP 3. If the parties cannot agree on an Arbitrator within forty-eight (48) hours after the parties agree to submit the matter to arbitration, the parties shall jointly request the Federal Mediation and Concilia-

tion Service to furnish a list of Arbitrators from which the Arbitrator shall be selected by the alternate striking of names.

126. The expenses and fees of the Arbitrator shall be shared equally by the parties. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms and provisions of this Agreement. The Arbitrator's decision shall be final and binding upon the parties hereto.

#### ARTICLE XV

##### DETERMINATION OF JURISDICTIONAL DISPUTES

127. Both parties to this Agreement agree to be bound by the terms and provisions of the Agreement creating the Impartial Jurisdictional Disputes Board. In particular, both parties agree to be bound by the provision of the Agreement which states: Any decision or interpretation of the Impartial Jurisdictional Disputes Board shall immediately be accepted and complied with by all parties signatory to this Agreement.

The parties hereto agree that in the event of a jurisdictional dispute with any other Union or Unions, the dispute shall be submitted to the Impartial Jurisdictional Disputes Board for settlement in accord with the Plan adopted by the Building Trades Department, AFL-CIO.

The parties hereto further agree that they will be bound by any decision or award of the Disputes Board. There shall be no stoppage of work or slowdown arising out of any such dispute. No jurisdictional work stoppages, and no jurisdictional picket lines shall be recognized.

This article of the contract will go into effect when the National A.G.C. reaffiliates with the Impartial Jurisdictional Disputes Board. This article will not be applicable until such time as the International Union of Operating Engineers reaffiliates with the Building and Construction Trades Department of the AFL-CIO.

#### ARTICLE XVI

##### I-9

128. The Union and the Employers during the term of this Agreement agree to use their best efforts to establish a master file of I-9 employment eligibility verification forms on all members. This file will be maintained at the Union office and be available for the Employers' use.

#### ARTICLE XVII

##### SAVINGS AND SEPARABILITY

129. It is mutually agreed that if any clause, terms or provisions of this Agreement is or is hereafter found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling, or ruling of any other board or agency having jurisdiction in the matter, such clause, terms or provisions shall be or become inoperative of any effect without disturbing the other clauses, terms or provisions of this Agreement and the remaining part of this Agreement shall remain in full force and effect. In the event that any clause, terms or provisions of this Agreement is found to be illegal or in contravention of any court ruling, National Labor Relations Board ruling or ruling of any other board or agency having jurisdiction in the matter, said clause, terms or provisions shall be re-negotiated to the mutual satisfaction of the parties, but during such re-negotiation work shall not be interrupted or stopped by lockout, strikes, boycotts or other labor troubles.

#### ARTICLE XVIII

##### EFFECTIVE

130. This Agreement shall be effective May 8, 2013 and shall remain in force and in accordance with the terms of Article IX hereof. Wage rates and fringe payments shall be effective as designated by this Agreement.

131. IN WITNESS WHEREOF, WE, the undersigned duly authorized Employer Representatives and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 18 AND ITS BRANCHES, (AFL-CIO) executed this Agreement on the 8th day of May, 2013.

**I.U.O.E. LOCAL 18 AND ITS BRANCHES**S/PATRICK L. SINK  
Business ManagerS/RICHARD E. DALTON  
PresidentS/MARK A. TOTMAN  
Vice PresidentS/GARY G. SIESEL  
Recording-Corresponding SecretaryS/PREMO P. PANZARELLO  
Financial SecretaryS/JOSEPH S. LUCAS  
Treasurer

Trustees

S/TIMOTHY D. HAMMOCK

S/SCOTT R. STEVENSON

S/DONALD G. TAGGART

**AGC OF OHIO LABOR RELATIONS DIVISION**S/RICHARD HOBBS  
Executive Vice PresidentS/MIKE DYER  
Goettle Construction Co.  
Vice President, OperationsS/THOMAS G. MURASKI, P.E.  
Kokosing Construction Company Inc.  
Vice President

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**EXHIBIT A, Zone 1  
WAGE RATES AND FRINGE CONTRIBUTIONS****ZONE I** covering Summit and Portage counties:Classification: **MASTER MECHANIC**

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$33.18*	\$33.98*	\$34.78*	\$35.83*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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SOFCO002339

## Classification: GROUP A

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$32.93*	\$33.73*	\$34.53*	\$35.58*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Operators of:

Barrier Moving Machines  
 Boiler Operators or Compressor Operators,  
 when compressor or boiler is mounted on  
 crane (Piggyback Operation)  
 Boom Trucks (all types)  
 Cableways  
 Cherry Pickers  
 Combination - Concrete Mixers & Towers  
 All Concrete pumps with booms

## Cranes (all types)\*\*

Cranes - Compact track or rubber over 4,000  
 pounds capacity  
 Cranes - Self-erecting; stationary, track or truck  
 (all configurations)  
 Derricks (all types)  
 Draglines  
 Dredges (dipper, clam, suction) 3-man crew  
 Elevating Graders or Euclid Loaders

## Floating Equipment

Forklift (rough terrain with winch/hoist)

## Gradalls

Helicopter Operators, hoisting building materials

Helicopter Winch Operators, hoisting building  
 materials

Hoes (all types)

Hoists (with two or more drums in use)

Horizontal Directional Drill

Hydraulic Gantry (lift system)

Laser Finishing Machines

Laser Screed and like equipment

Lift Slab or Panel Jack Operators

Locomotives (all types)

Maintenance Engineers (Mechanic and/or Welder)

Mixers, paving (multiple drum)

Mobile Concrete Pumps, with booms

Panelboards (all types on site)

Pile Drivers

## Power Shovels

Prentice Loader

Rail Tamper (with automatic lifting and aligning  
 device)

Rotary Drills (all), used on caissons for  
 foundations and sub-structure

Side Booms

Slip Form Pavers

Straddle Carriers (building construction on site)

Trench Machines (over 24" wide)

Tug Boats

## \*\*\*Boom &amp; Jib Rates

	5/8/13	5/1/14	5/1/15	5/1/16
150' - 180'	\$33.43*	\$34.23*	\$35.03*	\$36.08*
180' - 249'	33.93*	34.73*	35.53*	36.58*
250' and over	34.18*	34.98*	35.78*	36.83*

\*If additional funds are required for fringe benefits, they may be  
 diverted from wages.

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## Classification: GROUP B

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$32.83*	\$33.63*	\$34.43*	\$35.48*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\*Voluntary

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## Operators of:

Articulating/end dumps (minus \$4.00 per hour from Class B)  
 Asphalt Pavers  
 Bobcat-type and/or Skid Steer Loader with hoe attachment greater than 7,000 lbs.  
 Bulldozers  
 C.M.I.-type equipment  
 Concrete Saw, vermeer-type  
 Endloaders  
 Hydro Milling Machine

Kolman-type Loaders (dirt loading)

Lead Greasemen  
 Mucking Machines  
 Pettibone-Rail Equipment  
 Power Graders  
 Power Scoops  
 Power Scrapers  
 Push Cats  
 Rotomills (all), grinders and planers of all types

## Classification: GROUP C

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$31.79*	\$32.59*	\$33.39*	\$34.44*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\* Voluntary

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## Operators of:

A-Frames  
 Air Compressors, pressurizing shafts or tunnels  
 Asphalt Rollers (all)  
 Bobcat-type and/or Skid Steer Loader with or without attachments  
 Boilers (15 lbs. pressure and over)  
 All Concrete Pumps (without booms with 5" system)  
 Fork Lifts (except masonry)  
 Highway Drills-all types (with integral power)  
 Hoists (with one drum)  
 House Elevators (except those automatic call button controlled)  
 Buck Hoists, Transport Platforms, Construction Elevators  
 Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E")

Man Lifts  
 Material hoist/elevators  
 Mud Jacks  
 Pressure Grouting  
 Pump Operators (installing or operating Well Pumps or other types of Dewatering Systems)  
 Pumps (4" and over discharge)  
 Railroad Tie inserter/Remover  
 Rotovator (Lime-Soil Stabilizer)  
 Submersible Pumps (4" and over discharge)  
 Switch & Tie Tampers (without lifting and aligning device)  
 Trench Machines (24" and under)  
 Utility Operators

## Classification: GROUP D

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$30.57*	\$31.37*	\$32.17*	\$33.22*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Operators of:

Backfillers & Tamers	Crushers
Ballast Relocator	Deckhands
Batch Plant Operators	Drum Firemen (in asphalt plants)
Bar and Joint Installing Machines	Farm-type Tractors, pulling attachments
Bull Floats	Finishing Machines
Burlap and Curing Machines	Form Trenchers
Clelplanes	Generators
Compressors, on building construction	Gunite Machines
Concrete Mixers, more than one bag	Hydro-seeders
Concrete Mixers, one bag capacity (side loaders)	Pavement Breakers (hydraulic or cable)
All Concrete Pumps (without boom with 4" or smaller system)	Post Drivers
Concrete Spreaders	Post Hole Diggers
Conveyors, used for handling materials	Pressure Pumps (over 1/2" discharge)
	Road Widening Trenchers

Rollers, except asphalt rollers  
Self-propelled Sub-graders  
Shotcrete Machines  
Tire Repairmen

Tractors, pulling sheeptoat post roller or grader  
VAC/ALLS  
Vibratory compactors, with integral power  
Welders

## Classification: GROUP E

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$25.28*	\$26.03*	\$26.88*	\$27.93*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Operators of:

Allen Sreed Paver (concrete)	Light Plant Operators
Apprentice/Helper (Oiler)	Masonry Fork Lifts
Boilers (less than 15 lbs. pressure)	Power Driven Heaters (oil fired)
Cranes-Compact; track or rubber (under 4,000 pounds)	Power Sweepers
Directional Drill "Locator"	Pumps (under 4" discharge)
Fueling and greasing +\$3.00	Signalmen
Inboard, Outboard Motor Boat Launches	Submersible Pumps (under 4" discharge)

# EXHIBIT A, Zone 1A

ZONE 1A covering Erie, Huron, Lorain, Medina

Certified Crane Operator Pay

Operating Engineers employed on any piece of equipment requiring a Certified Crane Operator (CCO) certification shall be paid a premium of fifty cents (\$0.50) per hour in addition to the crane rate or any escalated rate that may be in effect.

Day Pay

In all counties covered by ZONE 1A of this Agreement, the following classifications shall be employed on a DAY PAY basis:

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Asphalt Pavers	Concrete Spreaders
Backfillers and Tampers	Crushers
Backfillers	Drum Firemen in Asphalt Plants
Bar and Joint Installing Machines	Elevating Graders or Euclid Loaders
Batch Plant Operators	End Loaders
Boom Trucks	Finishing Machines
Bulldozers	Floating Equipment (anything on Great Lakes or its tributaries is under the River & Lake Agreement)
Bull Floats	Form Trenchers
Burlap and Curing Machines	Generators (except when furnishing power for hand tools)
CM-type Equipment	Generators (Sonic Pile Driving)
Cableways	
Concrete Pumps	

Grinders (all)	Power Graders
Hoes (when attached to farm or industrial-type tractors or CAT 320 backhoes or equivalent and below)	Power Scoops
Horizontal Directional Drill Operator and Horizontal Directional Drill Locator	Pump Operators, installing or operating well-points or other types of dewatering systems
Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate	Push Cats
Inboard, Outboard Motor Boat Launches	Road Widening Trenchers
Laser Screeds and like equipment	Rollers (all types)
Lead Greasemen	Rotomills
Locomotives (all)	Rough Terrain Forklifts (with winch/hoist)
Mobile Concrete Pumps, with Boom	Saw, concrete vermeer-type
Mucking Machines	Self-propelled Power Spreaders
Pavement Breakers, Hydro, or Cable	Self-propelled Power Sub-graders
Planers (all types)	Slip Form Pavers
Plant Mixers (on site)	Straddle Carriers
Portable Hydraulic Gantry (lift system C Rate) (F Rate if a second person is needed)	Tractors, pulling sheepfoot rollers or graders
	Trench Machines (over 24")
	Vibratory Compactors, with integral power

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**EXHIBIT A, Zone 1A**  
**WAGE RATES AND FRINGE CONTRIBUTIONS**

<b>MASTER MECHANIC/EQUIPMENT FOREMAN</b>				
	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate	\$35.28*	\$36.21*	\$37.01*	\$38.06*
H & W	7.06	7.16	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	.60	.67	.75	.75
E & S	.07	.07	.09	.09
CIAP	.20	.20	.20	.20
CIAP Admin.	.15	.15	.15	.15
PEP	.10**	.10**	.10**	.10**

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.  
\*\*Voluntary

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<b>GROUP A</b>				
	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate	\$34.78*	\$35.71*	\$36.51*	\$37.56*
H & W	7.06	7.16	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	.60	.67	.75	.75
E & S	.07	.07	.09	.09
CIAP	.20	.20	.20	.20
CIAP Admin.	.15	.15	.15	.15
PEP	.10**	.10**	.10**	.10**

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.  
\*\*Voluntary

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**Operators of:**

A-Frames	Combination Concrete Mixers & Towers
Boiler Operators, Compressor Operators, Hydraulic Pumps & Power Pacs when mounted on a crane or regardless of where said equipment is mounted (piggy-back operation)	Concrete Pumps
Boom Trucks (all types)	Cranes (all types)**
Cableways	Cranes – compact; track or rubber over 4000 lbs. capacity
Cherry Pickers	Cranes – self erecting; stationary, track, or truck (all configurations)
	Derricks (all types)

(Continued on next page)



Draglines  
 Dredges (dipper, clam, or suction). 3-man crew  
 Elevating Graders or Euclid Loaders  
 Floating Equipment  
 Gradalls  
 Helicopter Operators, hoisting building materials  
 Helicopter Winch Operators, hoisting building  
 materials  
 Hoes (all types)  
 Hoists (two or more drums)  
 Lift Slab or Panel Jack Operators  
 Locomotives (all types)  
 Maintenance Engineers (Mechanic or Welder)  
 Mixers, Paving (multiple drum)  
 Mobile Concrete Pumps with Booms  
 Panelboards (all types on site)  
 Pile Drivers  
 Power Shovels

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Robotics Equipment Operator/Mechanic  
 Rotary Drills, (all), used on caisson work, wells  
 (all types), Geothermal work, and  
 substructure work  
 Rough Terrain Forklifts with Winch/Hoist (when  
 used as a crane)  
 Side Booms  
 Slip Form Pavers  
 Straddle Carriers (building construction on site)  
 Trench Machines (over 24" wide)  
 Tug Boats

\*\*\*Boom & Jib Rates

	5/8/13	5/1/14	5/1/15	5/1/16
Over 200'	\$35.53*	\$36.46*	\$37.26*	\$38.31*
Over 300'	35.78*	36.71*	37.51*	38.56*

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

## GROUP B

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate	\$34.63*	\$35.56*	\$36.36*	\$37.41*
H & W	7.06	7.15	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	.60	.67	.75	.75
E & S	.07	.07	.09	.09
CIAP	.20	.20	.20	.20
CIAP Admin.	.15	.15	.15	.15
PEP	.10**	.10**	.10**	.10**

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

\*\*Voluntary

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Operators of:

Asphalt Pavers  
 Bulldozers  
 CMI-Type Equipment  
 Endloaders  
 Horizontal Directional Drill Locator  
 Horizontal Directional Drill Operator  
 Instrument Man  
 Kolman-type Loaders (dirt loading)  
 Lead Greasemen  
 Mucking Machines  
 Power Graders  
 Power Scoops  
 Power Scrapers  
 Push Cats  
 Rotomills  
 Saw (concrete vermeer-type)

GROUP C		5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate		\$33.18*	\$34.11*	\$34.91*	\$35.96*
H & W		7.06	7.16	7.41	7.41
Pension		6.00	6.00	6.00	6.00
Apprenticeship		.60	.67	.75	.75
E & S		.07	.07	.09	.09
CIAP		.20	.20	.20	.20
CIAP Admin.		.15	.15	.15	.15
PEP		.10**	.10**	.10**	.10**
*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.					
**Voluntary					

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## Operators of:

Air Compressors, pressurizing shafts, or tunnels  
 Asphalt Rollers (all)  
 Forklifts  
 Hoists, one drum  
 House Elevators (except automatic call button controlled)  
 Hydro Excavator (all types C rate) (F rate if a second person is needed) Helper rate  
 Laser Screeds and like equipment  
 Man Lifts

Modular Moving and Placement machine (C rate)  
 (F rate if a second person is needed)  
 Mud Jacks

Portable Hydraulic Gantry (lift system C Rate)  
 (F Rate if a second person is needed)  
 Power Boilers (over 15 lbs. pressure)  
 Pump Operators, installing or operating well points or other type of dewatering system  
 Pressure Groutings  
 Trenchers (24" and under)  
 Utility Operators

GROUP D		5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate		\$32.40*	\$33.33*	\$34.13*	\$35.18*
H & W		7.06	7.16	7.41	7.41
Pension		6.00	6.00	6.00	6.00
Apprenticeship		.60	.67	.75	.75
E & S		.07	.07	.09	.09
CIAP		.20	.20	.20	.20
CIAP Admin.		.15	.15	.15	.15
PEP		.10**	.10**	.10**	.10**
*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.					
**Voluntary					

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## Operators of:

Compressors, on building construction  
 Conveyors, building material  
 Generators  
 Gunite Machines  
 Mixers, capacity more than one bag  
 Mixers, one bag capacity (site loader)

Post Drivers  
 Post Hole Diggers  
 Pavement Breakers, hydraulic or cable  
 Road Widening Trenchers  
 Rollers  
 Welder Operators

**GROUP E**

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate	\$32.08*	\$33.01*	\$33.81*	\$34.86*
H & W	7.06	7.16	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	.60	.67	.75	.75
E & S	.07	.07	.09	.09
CIAP	.20	.20	.20	.20
CIAP Admin.	.15	.15	.15	.15
PEP	.10**	.10**	.10**	.10**

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

\*\*Voluntary

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**Operators of:**

Backfillers and Tampers	Drum Firemen (asphalt)
Batch Plants	Farm-type Tractor, pulling attachments
Bar and Joint Installing Machines	Finishing Machines
Bull Floats	Forklifts (masonry work only)
Burlap and Curing Machines	Form Trenchers
Cleaning Machine Operator (decontamination included)	High Pressure Pumps (over 1/2" discharge)
Clelplanes	Hydro Seeders
Concrete Spreading Machines	Pumps (4" and over discharge), provided it is not part of a dewatering system discharged into a common header
Crushers	Self-Propelled Power Spreaders
Deckhands	

**Self-Propelled Sub-Graders**

Submersible Pumps (4" and over discharge), provided it is not part of a dewatering system discharged into a common header

Tire Repairmen

Tractors, pulling sheepfoot rollers or graders  
Vibratory Compactors, with integral power

**GROUP F**

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Rate	\$25.00*	\$25.93*	\$26.73*	\$27.78*
H & W	7.06	7.16	7.41	7.41
Pension	6.00	6.00	6.00	6.00
Apprenticeship	.60	.67	.75	.75
E & S	.07	.07	.09	.09
CIAP	.20	.20	.20	.20
CIAP Admin.	.15	.15	.15	.15
PEP	.10**	.10**	.10**	.10**

\*In the event that additional funds are needed for fringe benefits, they will be diverted from wages.

\*\*Voluntary

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Operators of:	Light Plant Operators
Apprentices/Helpers, Helpers, Oiler, Signalmen	Planers (all types)
Barrier Moving Machines (additional duty, paid same rate)	Power Boilers (less than 15 lbs. pressure)
Bobcat-type and/or Skid Steer Loader	Power Driven Heaters (oil fired)
Bobcat-type and/or Skid Steer Loader with any and all attachment	Power Scrubbers
Cranes — compact; track or rubber under 4000 lbs. capacity	Power Sweepers
Geodimeter	Pumps (under 4" discharge)
Grade Checker	Rod Man
Grinders (all)	Rotomills
Inboard, Outboard Motor Boat Launches	Saw (concrete vermeer-type)
	Submersible Pumps (under 4" discharge)
	Vac/Alls

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# **EXHIBIT A, Zone II** **WAGE RATES AND FRINGE CONTRIBUTIONS**

**ZONE II** covering Lucas and Wood counties.

Classification: **MASTER MECHANIC**

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$32.44*	\$33.24*	\$34.04*	\$35.09*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

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\*If additional funds are required for fringe benefits, they may be diverted from wages.  
\*\*Voluntary

## Classification: GROUP A

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$32.19*	\$32.99*	\$33.79*	\$34.84*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\*Voluntary

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## Operators of:

Barrier Moving Machines  
 Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation)  
 Boom Trucks (all types)  
 Cableways  
 Cherry Pickers  
 Combination -- Concrete Mixers & Towers  
 Concrete Pumps with booms (all)  
 Cranes (all types)\*\*\*

Cranes -- Compact; track or rubber over 4000 pounds capacity  
 Cranes -- Self-Erecting; stationary, track or truck (all configurations)  
 Derricks (all types)  
 Draglines  
 Dredges (dipper, clam or suction) 3-man crew  
 Elevating Graders or Euclid Loaders  
 Floating Equipment  
 Forklift (rough terrain with winch/hoist)

## Gradalls

Helicopter Operators/winch, hoisting building materials  
 Hoes (all types)  
 Hoists (with two or more drums in use)  
 Horizontal Directional Drill  
 Hydraulic Gantry (lift system)  
 Laser Finishing Machines  
 Laser Screed and like equipment  
 Lift Slab or Panel Jack Operators  
 Locomotives (all types)  
 Maintenance Engineers (Mechanic and/or Welder)  
 Mixers, paving (multiple drum)  
 Mobile Concrete Pumps, with booms  
 Panelboards (all types on site)  
 Pile Drivers  
 Power Shovels  
 Prentice Loaders

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Rail Tamperers (with automatic lifting and aligning device)  
 Rotary Drills (all), used on caissons for foundations and sub-structure  
 Side Booms  
 Slip Form Pavers  
 Straddle Carriers (building construction on site)  
 Trench Machines (over 24" wide)  
 Tug Boats

## \*\*\*Boom &amp; Jib Rates

	5/8/13	5/1/14	5/1/15	5/1/16
150' - 180'	\$32.69*	\$33.49*	\$34.29*	\$35.34*
180' - 249'	33.19*	33.99*	34.79*	35.84*
250' and over	33.44*	34.24*	35.04*	36.09*

\*If additional funds are required for fringe benefits, they may be diverted from wages.

## Classification: GROUP B

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$32.07*	\$32.87*	\$33.67*	\$34.72*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\*Voluntary

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## Operators of:

Articulating/end dumps (minus \$4.00 per hour from Class B)  
 Asphalt Pavers  
 Bobcat type and/or Skid Steer Loaders with hoe attachment greater than 7,000 lbs.  
 Bulldozers  
 C.M.I.-type equipment  
 Concrete Saws, vermeer type  
 Endloaders  
 Hydro Milling Machines

## Kolman-type Loaders (dirt loading)

Lead Greasemen  
 Mucking Machines  
 Pettibone-Rail Equipment  
 Power Graders  
 Power Scoops  
 Power Scrapers  
 Push Cats  
 Rotomills (all), grinders and planers of all types

## Classification: GROUP C

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$31.03*	\$31.83*	\$32.63*	\$33.68*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\*Voluntary

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## Operators of:

A-Frames  
 Air Compressors, pressurizing shafts or tunnels  
 Asphalt Rollers (all)  
 Bobcat type and/or Skid Steer Loaders with or without attachments  
 Boilers (15 lbs. pressure and over)  
 All Concrete Pumps (without booms and with 5' system)  
 Fork Lifts (except masonry)

Highway Drills - all types (with integral power)  
 Hoists (with one drum)  
 House Elevators (except those automatic call button controlled)  
 Buck Hoists, Transport Platforms, Construction Elevators  
 Hydro Vac/Excavator (when a second person is needed, the rate will be "Class E")  
 Man Lifts  
 Material hoist/elevators

(Continued on next page)

Mud Jacks					
Pressure Grouting					
Pump Operators (installing or operating well points or other types of dewatering systems)					
Pumps (4" and over discharge)					
Railroad Tie Insertor/Remover					
Classification: <b>GROUP D</b>					
	5/8/2013	5/1/2014	5/1/2015	5/1/2016	
Health & Welfare	\$29.85*	\$30.65*	\$31.45*	\$32.50*	
Pension	6.91	7.16	7.41	7.41	
Apprenticeship	6.00	6.00	6.00	6.00	
E & S	.60	.67	.75	.75	
CIAP	.04	.07	.09	.09	
CIAP Admin.	.20	.20	.20	.20	
PAC	.15	.15	.15	.15	
	.10**	.10**	.10**	.10**	
*If additional funds are required for fringe benefits, they may be diverted from wages.					
**Voluntary					
Operators of:					
Ballast Relocators					Bull Floats
Backfillers and Tampers					Burial and Curing Machines
Batch Plant Operators					Clerk/Planes
Bar and Joint Installing Machines					Compressors, on building construction

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Concrete Mixers, capacity more than one bag					
Concrete Mixers, one bag capacity (side loaders)					Hydro-seeders
All Concrete Pumps without booms with 4" or smaller system					Pavement Breakers (hydraulic or cable)
Concrete Spreaders					Post Drivers
Conveyors, used for handling building materials					Post Hole Diggers
Crushers					Pressure Pumps (over 1/2" discharge)
Deckhands					Road Widening Trenchers
Drum Firemen (in asphalt plants)					Rollers (except asphalt)
Farm-type Tractors, pulling attachments					Self-propelled Power Spreaders
Finishing Machines					Self-propelled Sub-graders
Form Trenchers					Shotcrete Machines
Generators					Tire Repairs
Gunite Machines					Tractors, pulling sheepfoot rollers or graders
					VAC/ALLS
					Vibratory Compactors, with integral power
					Welder

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## Classification: GROUP E

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$24.39*	\$25.19*	\$25.99*	\$27.04*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Operators of:

Allen Screed Paver (concrete)	Light Plant Operators
Apprentice/Helpers (Others)	Masonry Fork Lifts
Boilers (less than 15 lbs. pressure)	Power Driven Heaters (oil fired)
Cranes-Compact; track or rubber under 4,000 pounds	Power Scrubbers
Directional Drill "Locator"	Power Sweepers
Fueling and greasing +\$3.00	Pumps (under 4" discharge)
Inboard, Outboard Motor Boat Launches	Signal Person
	Submersible Pumps (under 4" discharge)

### EXHIBIT A, Zone III WAGE RATES AND FRINGE CONTRIBUTIONS

ZONE III covering Akron and counties, Columbus and counties, Franklin and counties, and Toledo and counties:

For AKRON and the following counties: Ashland, Belmont, Carroll, Coshocton, Guernsey, Harrison, Holmes, Jefferson, Monroe, Noble, Richland, Stark, Tuscarawas, Washington and Wayne.

For COLUMBUS and the following counties: Crawford, Delaware, Fairfield, Franklin, Hocking, Knox, Licking, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Union and Wyandot.

For FRANKLIN and the following counties: Adams, Athens, Auglaize, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Fayette, Gallia, Greene, Hamilton, Highland, Jackson, Lawrence, Logan, Madison, Meigs, Mercer, Miami, Montgomery, Morgan, Preble, Ross, Scioto, Shelby, Vinton and Warren. In Kentucky, the counties of Boone, Campbell, Kenton and Pendleton.

For TOLEDO and the following counties: Allen, Defiance, Fulton, Hancock, Hardin, Henry, Ottowa, Paulding, Putnam, Sandusky, Seneca, Van Wert and Williams.

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## Classification: MASTER MECHANIC

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$31.69*	\$32.49*	\$33.29*	\$34.34*
Pension	6.00	7.16	7.41	7.41
Apprenticeship	.60	6.00	6.00	6.00
E & S	.04	.67	.75	.75
CIAP	.20	.07	.09	.09
CIAP Admin.	.15	.20	.20	.20
PAC	.10**	.15	.15	.15
		.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Classification: GROUP A

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$31.44*	\$32.24*	\$33.04*	\$34.09*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Operators of:

Barrier Moving Machines  
 Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation)  
 Boom Trucks (all types)  
 Cableways  
 Cherry Pickers  
 Combination - Concrete Mixers & Towers  
 Concrete Pumps with booms (all)  
 Cranes (all types)\*\*\*  
 Cranes - Compact; track or rubber over 4000 pounds capacity  
 Cranes - Self-Erecting; stationary, track or truck (all configurations)  
 Derricks (all types)  
 Draglines  
 Dredges (dipper, clam or suction) 3-man crew  
 Elevating Graders or Euclid Loaders  
 Floating Equipment  
 Forklift (rough terrain with winch/hoist)  
 Gradalls  
 Helicopter Operators, hoisting building materials

Helicopter Winch Operators, hoisting building materials  
 Hoes (all types)  
 Hoists (with two or more drums)  
 Horizontal Directional Drill  
 Hydraulic Gantry (lift system)  
 Laser Finishing Machines  
 Laser Screed and like equipment  
 Lift Slab or Panel Jack Operators  
 Locomotives (all types)  
 Maintenance Engineers (Mechanic and/or Welder)  
 Mixers, paving (multiple drum)  
 Mobile Concrete Pumps, with booms  
 Panelboards (all types on site)  
 Pile Drivers  
 Power Shovels  
 Prentice Loaders  
 Rail Tamperers (with automatic lifting and aligning device)  
 Rotary Drills (all), used on caissons for foundations and sub-structure

(Continued on next page)

Side Booms  
 Slip Form Pavers  
 Straddle Carriers (building construction on site)  
 Trench Machines (over 24" wide)  
 Tug Boats

\*\*\*Boom & Jib Rates  
 5/8/13 5/1/14 5/1/15 5/1/16  
 150' - 180' \$31.94\* \$32.74\* \$33.54\* \$34.59\*  
 180' - 249' 32.44\* 33.24\* 34.04\* 35.09\*  
 250' and over 32.69\* 33.49\* 34.29\* 35.34\*  
 \*If additional funds are required for fringe benefits, they may be  
 diverted from wages.

## Classification: GROUP B

5/8/2013 5/1/2014 5/1/2015 5/1/2016  
 \$31.32\* \$32.12\* \$32.92\* \$33.97\*  
 6.91 7.16 7.41 7.41  
 6.00 6.00 6.00 6.00  
 .60 .67 .75 .75  
 .04 .07 .09 .09  
 .20 .20 .20 .20  
 .15 .15 .15 .15  
 .10\*\* .10\*\* .10\*\* .10\*\*  
 \*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\*Voluntary

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## Operators of:

Articulating/end dumps (minus \$4.00 per hour  
 from Class B)  
 Asphalt Pavers  
 Bobcat type and/or Skid Steer Loaders with hoe  
 attachment greater than 7,000 lbs.  
 Bulldozers  
 C.M.I.-type equipment  
 Concrete Saws, Vermeer type  
 Endloaders  
 Hydro Milling Machines

Kolman-type Loaders (dirt loading)  
 Lead Greasemen  
 Mucking Machines  
 Pettibone-Rail Equipment  
 Power Graders  
 Power Scoops  
 Power Scrapers  
 Push Cats  
 Rotomills (all), grinders and planers of all types

## Classification: GROUP C

5/8/2013 5/1/2014 5/1/2015 5/1/2016  
 \$30.28\* \$31.08\* \$31.88\* \$32.93\*  
 6.91 7.16 7.41 7.41  
 6.00 6.00 6.00 6.00  
 .60 .67 .75 .75  
 .04 .07 .09 .09  
 .20 .20 .20 .20  
 .15 .15 .15 .15  
 .10\*\* .10\*\* .10\*\* .10\*\*  
 \*If additional funds are required for fringe benefits, they may be diverted from wages.  
 \*\*Voluntary

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## Operators of:

A-Frames  
Air Compressors, pressurizing shafts or tunnels  
Asphalt Rollers (all)  
Bobcat type and/or Skid Steer Loaders with or without attachments  
Boilers (15 lbs. pressure and over)  
All Concrete Pumps without booms and with 5" system  
Fork Lifts (except masonry)  
Highway Drills - all types (with integral power)  
Hoists (with one drum)  
House Elevators (except those automatic call button controlled) Buck Hoists, Transport Platforms, Construction Elevators  
Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E")

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Man Lifts  
Material hoist/elevators  
Mud Jacks  
Pressure Grouting  
Pump Operators (installing or operating well points or other types of dewatering systems)  
Pumps (4" and over discharge)  
Railroad Tie (Inserter/Remover)  
Rotovator (Line-Soil Stabilizer)  
Submersible Pumps (4" and over discharge)  
Switch & Tie Tampers (without lifting and aligning device)  
Trench Machines (24" and under)  
Utility Operators

## Classification: GROUP D

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$29.10*	\$29.90*	\$30.70*	\$31.75*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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## Operators of:

Ballast Relocators  
Backfillers and Tampers  
Batch Plant Operators  
Bar and Joint Installing Machines  
Bull Floats  
Burlap and Curing Machines  
Cielplanes  
Compressors, on building construction  
Concrete Mixers, capacity more than one bag

Concrete Mixers, one bag capacity (side loaders)  
All Concrete Pumps without booms with 4" or smaller system  
Concrete Spreading Machines  
Conveyors, used for handling building materials  
Crushers  
Deckhands  
Drum Firemen in asphalt plants  
Farm-type Tractors, pulling attachments

(Continued on next page)

Finishing Machines  
Form Trenchers  
Generators  
Gunite Machines  
Hydro-seeders  
Pavement Breakers (hydraulic or cable)  
Post Drivers  
Post Hole Diggers  
Pressure Pumps (over 1/2" discharge)  
Road Widening Trenchers

Rollers (except asphalt)  
Self-propelled Power Spreaders  
Self-propelled Sub-graders  
Shotcrete Machines  
Tire Repairmen  
Tractors, pulling sheepfoot rollers or graders  
VAC/ALLS  
Vibratory Compactors, with integral power  
Welder Operators

Classification: **GROUP E**

	5/8/2013	5/1/2014	5/1/2015	5/1/2016
Health & Welfare	\$23.64*	\$24.44*	\$25.24*	\$26.29*
Pension	6.91	7.16	7.41	7.41
Apprenticeship	6.00	6.00	6.00	6.00
E & S	.60	.67	.75	.75
CIAP	.04	.07	.09	.09
CIAP Admin.	.20	.20	.20	.20
PAC	.15	.15	.15	.15
	.10**	.10**	.10**	.10**

\*If additional funds are required for fringe benefits, they may be diverted from wages.

\*\*Voluntary

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Operators of:  
Allen Screed Pavers (concrete)  
Apprentice/Helpers (Oilers) and Signalmen  
Boilers (less than 15 lbs. pressure)  
Cranes-Compact; track or rubber under 4,000  
pounds  
Directional Drill "Locator"  
Fueling and greasing +\$3.00

Inboard, Outboard Motor Boat Launches  
Light Plant Operators  
Masonry Fork Lifts  
Power Driven Heaters (oil fired)  
Power Scrubbers  
Power Sweepers  
Pumps (under 4" discharge)  
Submersible Pumps (under 4" discharge)

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**REGISTERED APPRENTICESHIP WAGE SCHEDULE****ZONE I, ZONE 1A, ZONE II, ZONE III**

First Year Apprentice 50% of Class A	Third Year Apprentice 70% of Class A
Second Year Apprentice 60% of Class A	Fourth Year Apprentice 80% of Class A

A new classification of Trainee is hereby established and the rates of pay are as follows:

First Year Trainee 60% of Bulldozer Rate	Third Year Trainee 75% of Bulldozer Rate
Second Year Trainee 60% of Bulldozer Rate	Fourth Year Trainee 90% of Bulldozer Rate

There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

The rates paid to the Apprentice or Trainee shall not exceed the classification rate the Apprentice or Trainee is working. For every five (5) Operating Engineer Journeymen employed, there may be employed one (1) Registered Apprentice Engineer or Trainee. Through the referral, Employers may employ Registered Apprentices or Trainees within this limitation when they are available. Any increase in the Apprenticeship contributions, agreed by the parties, will be shared equally by the Union and Employer.

**FIELD MECHANIC TRAINEE SCHEDULE**

First Year	50% of Class "A" rate
Second Year	60% of Class "A" rate
Third Year	70% of Class "A" rate
Fourth Year	80% of Class "A" rate

Only those individuals who have obtained a two (2) year Associates Degree, from an accredited school, will be accepted into this program. If the Mechanic Trainee is required to have a CDL license, he/she will be paid a 10% incentive above the percentages listed above. After successful completion of the fourth year, the Mechanic will be paid at Class "A" rate.

**SPECIAL RATES**

Any work under A, B and C as described in Article I of this Agreement awarded subsequent from the effective date of this Agreement, then the Employer shall pay the rate of pay determined by adding the Operating Engineers Building Construction classification rate and the Operating Engineers Highway Heavy classification rate and divide by two (2).

**EXHIBIT B****AFFIRMATIVE ACTION PROGRAM**

1. Under the provisions of Executive Order 11246, issued by the President of the United States, and regulations issued under Chapter 60 of Title 41 of the Code of Federal Regulations as revised, and relative court orders, a specific affirmative program must be developed to assure that the employment of workers and the treatment of employees during employment is completely nondiscriminatory in regard to race, creed, color, sex, age, religion or national origin.

2. The parties to this Agreement are mutually desirous of developing an affirmative action agreement to implement the provisions of applicable federal regulations in order to assure nondiscrimination in employment; upgrading; demotion or transfer; recruitment and recruitment advertising; lay-off or termination; rate of pay and selection for all types of training.

3. In order to assure nondiscrimination now and in the future and in an effort to attract a maximum number of potential apprentices from minority and female groups, the parties to this Agreement have formulated the following Affirmative Action Program:

**A. APPRENTICESHIP**

The parties agree to establish a positive program of apprenticeship selection and to use the following program to attract minority and female groups to the Operating Engineers' Apprenticeship Program:

1. Develop a "fact sheet" for distribution to all secondary school counselors, youth opportunity centers, social action agencies and state employment offices.

2. Make available speakers to inform and advise high school students and others of opportunities in apprenticeship for Operating Engineers.

3. Notify all interested agencies and parties thirty (30) days prior to the period for taking applications; and making such interested agency or parties aware of the nature of all tests in order to facilitate a proper pre-test educational effort.

4. Provide application forms for apprenticeship and adequate instruction for properly preparing same, upon request, during recruitment periods at all training sites of the Operating Engineers Apprenticeship Program at certain union halls of Local 18. Develop an outreach program for the recruiting and pre-apprentice training of individuals from minority and female groups to enable them to enter the apprenticeship program.

5. To use a standardized, uniform battery of tests to determine applicant proficiency and aptitudes in reading, computation and mechanical skills suitable for the craft of Operating Engineer.

6. May have the test administered by an agency other than the Ohio Operating Engineers Apprenticeship Program and uniformly and numerically graded.

7. Interview sufficient applicants personally by teams consisting of one (1) representative of Management and one (1) of the Union who shall independently grade each applicant individually and then average the scores.

8. When an applicant fails to achieve acceptance, the Joint Apprenticeship and Training Committee shall make every effort to inform the applicant and the referring or cooperating agency of the area of insufficiency.

9. In order for the applicant, after acceptance as an Operating Engineer Apprentice, to become immediately employable by a Participating Employer, the Joint Apprenticeship and Training Committee shall provide training sites with equipment of the nature for which the apprentice will be employed, in order to acquaint the apprentice with safety measures as well as the operation and maintenance of the same and teach him/her the use of the machine as a tool of the trade and to generate good work habits. After the training, he/she shall be employed as an "apprentice-in-training" as such openings occur.

10. The parties to this Agreement agree to jointly assist a minority group employee to be integrated into the work force and the Union by:

A. Having management supervision on the job make every effort to assist and encourage minority group apprentices and to welcome such individuals to the job;

B. Have each apprentice and pre-apprentice trainee assigned to a Journeyperson Operating Engineer for help and assistance, and

C. Have Union officers inform the membership of the importance of making welcome all minority groups into the Union, and

D. The education, training requirements and disciplines of Registered apprentices shall be governed by the Joint Apprenticeship and Training Committee and its standards.

#### B. JOURNEY PERSONS

1. The parties will undertake a joint training program to assure equal opportunity to all journey persons who desire to acquire the skills required to work on a variety of equipment within the jurisdiction of the Operating Engineers.

2. Local Union officials will notify minority and female members of this program. They will offer to minority and female members an opportunity for training on any highway equipment. If the parties determine that a minority or female group member lacks adequate pre-training qualifications, the reasons for such determination shall be noted in writing and shall be available for inspection during a review of this program by appropriate federal contracting or administering agency officials. An attempt shall be made to have availability of training according to the demands for craftsmen to operate the specific type of equipment involved.

3. Each member of the Local will be advised of this Agreement and the appropriate avenues for redress if any of its terms are breached by either party.

The parties undertake this Affirmative Action Program in accordance with Executive Order 11246 and applicable court orders. It is their understanding that participation in the program

by any contractor shall be accepted in lieu of that portion of a required affirmative action plan which would otherwise be directed to jobs manned by members of the Operating Engineers Union.

The parties shall from the date of this Agreement, when required, report to the appropriate federal contracting or administering agency. The report will specifically indicate the total number of minority group individuals or females in the Union. In evaluating these reports, the appropriate federal contracting or administering agency officials will have complete access to relevant records of the parties and will be expected to discuss the progress of the program freely with the parties and Union members.

#### ACCEPTANCE OF AGREEMENT

In consideration of the benefits to be derived and other good and valuable consideration, the undersigned contractor or successors does hereby join in, adopt, accept and become a party to the collective bargaining agreement heretofore made by the AGC of Ohio Labor Relations Division with the International Union of Operating Engineers, Local 18 and its Branches (AFL-CIO) including all of the provisions therein, and those pertaining to contributions to Trust Funds providing for Health & Welfare, Pension, Apprenticeship Training, or any other fringe benefits, and agrees to be bound by any Trust Agreement hereafter entered into between these parties and agrees to make contributions as required and authorizes these parties to name the Trustees and the terms and conditions of the Trusts as it made by the undersigned.

Name of Employer (Printed)

Employer Address

City

State

Zip Code

Area Code & Telephone

Authorized Employer Representative (Signature) Date

Authorized Employer Representative (Printed)

INTERNATIONAL UNION OF OPERATING ENGINEERS,  
LOCAL 18 AND ITS BRANCHES, (AFL-CIO)

Union Representative (Signature)

CONTRACTORS COPY

(ORIGINAL SIGNATURE)

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Sofco Erectors Inc

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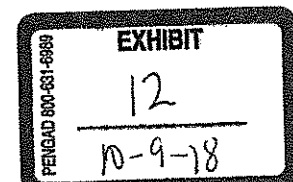
## Union Summary Report

08/01/16 to 07/31/17

OPERATING ENGINEERS - 18 - GROUP C - 18 FORK LIFTS

20-0928181

Employee Name Trade	Emp No ID No/SS No	Earn Type	Hours Worked	Hours Paid	Gross Wages	Deduction and Fringes		
ALLEN, JON E	ALLEJO	REG	40.00	40.00	1,307.20	UNION DUES	39.22	AGC FEE 6.00
GROUP C - 18 FORK LIFTS ***-**-7559		Total:	40.00	40.00	1,307.20	APPR & TRN	30.00	EDUC & SAF 3.60
						H&W	306.40	IAP/AGC 8.00
						PENSION	240.00	
OWSLEY, CHARLES L	OWSLC	REG				UNION DUES		AGC FEE
GROUP C - 18 FORK LIFTS ***-**-7994		Total:	.00	.00		APPR & TRN		EDUC & SAF
						H&W		IAP/AGC
						PENSION		
RUSSEL, KIMBERLY S	RUSK	REG	24.00	24.00	487.20	UNION DUES	14.62	AGC FEE 3.60
GROUP C - 18 FORK LIFTS ***-**-9741		Total:	24.00	24.00	487.20	APPR & TRN	18.00	EDUC & SAF 2.16
						H&W	183.84	IAP/AGC 4.80
						PENSION	144.00	
WINKLER, BRITTANY K	WINKB	REG	24.00	24.00	487.20	UNION DUES	14.62	AGC FEE 3.60
GROUP C - 18 FORK LIFTS ***-**-5660		Total:	24.00	24.00	487.20	APPR & TRN	18.00	EDUC & SAF 2.16
						H&W	183.84	IAP/AGC 4.80
						PENSION	144.00	
			88.00		2,281.60			
				88.00				



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Sofco Erectors Inc

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## Union Summary Report

08/01/15 to 07/31/16

## OPERATING ENGINEERS - 18 - GROUP C - 18 FORK LIFTS

20-0928181

Employee Name Trade	Emp No ID No/SS No	Earn Type	Hours Worked	Hours Paid	Gross Wages	Deduction and Fringes
ALLEN, JON E GROUP C - 18 FORK LIFTS <i>Driver</i>	ALLEJO ***-**-7559	REG Total:	.00	.00	-11.20 -11.20	UNION DUES APPR & TRN H&W PENSION (.34) AGC FEE 3.20 EDUC & SAF 20.00 IAP/AGC
HART, KATHLEEN S GROUP C - 18 FORK LIFTS	HARTK ***-**-1369	REG OT - 1.5 Total:	172.00 34.00 206.00	172.00 51.00 223.00	5,682.88 1,685.04 7,367.92	UNION DUES APPR & TRN H&W PENSION 221.04 AGC FEE 154.50 EDUC & SAF 1,526.46 IAP/AGC 1,236.00
IRELAND, DONALD A GROUP C - 18 FORK LIFTS	IRELD ***-**-8538	REG Total:	30.00 30.00	30.00 30.00	987.90 987.90	UNION DUES APPR & TRN H&W PENSION 29.64 AGC FEE 22.50 EDUC & SAF 222.30 IAP/AGC 180.00
MATHENY II, WILLIAM GROUP C - 18 FORK LIFTS	MATHW ***-**-7127	REG Total:	288.00 288.00	288.00 288.00	6,661.44 6,661.44	UNION DUES APPR & TRN H&W PENSION 11.10 AGC FEE 216.00 EDUC & SAF 2,134.08 IAP/AGC 1,728.00
PATTON, LATONNYA GROUP C - 18 FORK LIFTS	PATTL ***-**-1398	REG OT - 1.5 Total:	184.00 45.00 229.00	184.00 67.50 251.50	6,079.36 2,230.20 8,309.56	UNION DUES APPR & TRN H&W PENSION 249.29 AGC FEE 171.76 EDUC & SAF 1,696.90 IAP/AGC 1,374.00
REED, HOWARD J GROUP C - 18 FORK LIFTS	REEDH ***-**-5856	REG Total:	320.00 320.00	320.00 320.00	10,572.80 10,572.80	AGC FEE EDUC & SAF IAP/AGC 48.00 APPR & TRN 28.80 H&W 64.00 PENSION 240.00 2,371.20 1,920.00
RENTAS, ROBERT J GROUP C - 18 FORK LIFTS	RENTL ***-**-2912	REG Total:	13.00 13.00	13.00 13.00	424.84 424.84	UNION DUES APPR & TRN H&W PENSION 12.75 AGC FEE 9.75 EDUC & SAF 96.33 IAP/AGC 78.00
SORRELL, JAMES W GROUP C - 18 FORK LIFTS	SORRJ ***-**-2594	REG Total:	72.00 72.00	72.00 72.00	2,352.96 2,352.96	UNION DUES APPR & TRN H&W PENSION 70.58 AGC FEE 54.00 EDUC & SAF 541.52 IAP/AGC 432.00
			1,158.00		36,666.22	
				1,197.50		

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Sofco Erectors Inc

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## Union Summary Report

08/01/14 to 07/31/15

## OPERATING ENGINEERS - 18 - GROUP C - 18 FORK LIFTS

20-0928181

Employee Name Trade	Emp No ID No/SS No	Earn Type	Hours Worked	Hours Paid	Gross Wages	Deduction and Fringes
ALLEN, JASON R	ALLEJA	REG	40.00	40.00	1,200.00	UNION DUES 36.00 AGC FEE 6.00
GROUP C - 18 FORK LIFTS ***-3713		Total:	40.00	40.00	1,200.00	APPR & TRN 30.00 EDUC & SAF 3.60
						H&W 296.40 IAP/AGC 8.00
						PENSION 240.00
ALLEN, JON E	ALLEJO	REG	1,816.00	1,816.00	56,582.08	UNION DUES 1,697.64 AGC FEE 272.40
GROUP C - 18 FORK LIFTS ***-7559		Total:	1,816.00	1,816.00	56,582.08	APPR & TRN 1,230.80 EDUC & SAF 130.64
						H&W 13,046.56 IAP/AGC 363.20
						PENSION 10,896.00
HOBBS II, JOHN P	HOBBI	REG	294.00	294.00	9,137.52	UNION DUES 274.15 AGC FEE 44.10
GROUP C - 18 FORK LIFTS ***-2079		Total:	294.00	294.00	9,137.52	APPR & TRN 196.98 EDUC & SAF 20.58
						H&W 2,105.04 IAP/AGC 58.80
						PENSION 1,764.00
OWSLEY, CHARLES L	OWSLC	REG	250.00	250.00	7,770.00	UNION DUES 233.12 AGC FEE 37.50
GROUP C - 18 FORK LIFTS ***-7994		Total:	250.00	250.00	7,770.00	APPR & TRN 167.50 EDUC & SAF 17.50
						H&W 1,790.00 IAP/AGC 50.00
						PENSION 1,500.00
REED, HOWARD J	REEDH	REG	400.00	400.00	12,696.71	UNION DUES 380.93 AGC FEE 60.00
GROUP C - 18 FORK LIFTS ***-5856		Total:	400.00	400.00	12,696.71	APPR & TRN 275.52 EDUC & SAF 29.88
						H&W 2,887.50 IAP/AGC 80.00
						PENSION 2,400.00
SEITZ, NATHAN T	SEITN	REG	118.00	118.00	3,667.44	UNION DUES 110.03 AGC FEE 17.70
GROUP C - 18 FORK LIFTS ***-3304		Total:	118.00	118.00	3,667.44	APPR & TRN 79.06 EDUC & SAF 8.26
						H&W 844.88 IAP/AGC 23.60
						PENSION 708.00
SKINNER, KEVIN S	SKINK	REG	280.00	280.00	8,860.16	UNION DUES 265.82 AGC FEE 42.00
GROUP C - 18 FORK LIFTS ***-0381		Total:	280.00	280.00	8,860.16	APPR & TRN 187.60 EDUC & SAF 19.60
						H&W 2,004.80 IAP/AGC 56.00
						PENSION 1,680.00
STANFIELD, SCOTT A	STANS	REG	110.00	110.00	3,418.80	UNION DUES 102.57 AGC FEE 16.50
GROUP C - 18 FORK LIFTS ***-3800		Total:	110.00	110.00	3,418.80	APPR & TRN 73.70 EDUC & SAF 7.70
						H&W 787.60 IAP/AGC 22.00
						PENSION 660.00
			3,308.00		103,332.71	
				3,308.00		

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Sofco Erectors Inc

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Union Summary Report

01/01/14 to 07/31/14

ck Dates

## OPERATING ENGINEERS - 18 - GROUP C - 18 FORK LIFTS

20-0928181

Employee Name Trade	Emp No ID No/SS No	Earn Type	Hours Worked	Hours Paid	Gross Wages	Deduction and Fringes
ALLEN, JON E	ALLEJO	REG	1,204.00	1,204.00	36,841.12	UNION DUES 1,105.35 AGC FEE 180.60
GROUP C - 18 FORK LIFTS ***-**-7559		Total:	1,204.00	1,204.00	36,841.12	AGC/PAC 89.20 APPR & TRN 760.48
Driver						EDUC & SAF 64.48 H&W 8,455.64
						IAP/AGC 240.80 PENSION 7,224.00
BENNETT, COREY D	BENNGO	REG	148.00	148.00	4,599.84	UNION DUES 138.00 AGC FEE 22.20
GROUP C - 18 FORK LIFTS ***-**-5977		Total:	148.00	148.00	4,599.84	AGC/PAC 14.80 APPR & TRN 99.16
						EDUC & SAF 10.36 H&W 1,059.68
						IAP/AGC 29.60 PENSION 888.00
HART, KATHLEEN S	HARTK	REG	28.00	28.00	847.84	UNION DUES 25.44 AGC FEE 4.20
GROUP C - 18 FORK LIFTS ***-**-1369		Total:	28.00	28.00	847.84	AGC/PAC 2.80 APPR & TRN 16.80
						EDUC & SAF 1.12 H&W 193.48
						IAP/AGC 5.60 PENSION 168.00
HOBBS II, JOHN P	HOBBJ	REG	186.00	186.00	5,780.88	UNION DUES 173.44 AGC FEE 27.90
GROUP C - 18 FORK LIFTS ***-**-2079		Total:	186.00	186.00	5,780.88	AGC/PAC APPR & TRN 124.62
						EDUC & SAF 13.02 H&W 1,331.76
						IAP/AGC 37.20 PENSION 1,116.00
REED, HOWARD J	REEDH	REG	128.00	128.00	3,978.24	UNION DUES 119.36 AGC FEE 19.20
GROUP C - 18 FORK LIFTS ***-**-5856		Total:	128.00	128.00	3,978.24	AGC/PAC APPR & TRN 85.76
						EDUC & SAF 8.96 H&W 916.48
						IAP/AGC 25.60 PENSION 768.00
ROBINETTE, CARIAM	ROBICA	REG	180.00	180.00	5,543.20	UNION DUES 166.30 AGC FEE 27.00
GROUP C - 18 FORK LIFTS ***-**-8621		Total:	180.00	180.00	5,543.20	AGC/PAC 18.00 APPR & TRN 116.12
						EDUC & SAF 10.68 H&W 1,272.80
						IAP/AGC 36.00 PENSION 1,080.00
SKINNER, KEVIN S	SKINK	REG	128.00	128.00	3,978.24	UNION DUES 119.36 AGC FEE 19.20
GROUP C - 18 FORK LIFTS ***-**-0381		Total:	128.00	128.00	3,978.24	AGC/PAC APPR & TRN 85.76
						EDUC & SAF 8.96 H&W 916.48
						IAP/AGC 25.60 PENSION 768.00
			2,002.00		61,569.36	
				2,002.00		

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## Union Summary Report

SOFCO ERECTORS

08/23/2018 Page 1  
 System Date: 08/23/2018  
 System Time: 11:43 am

Period End Dates 7/29/2013 through 12/25/2013

Union: OPERATORS

<u>Employee</u>	<u>Regular Hours</u>	<u>Overtime Hours</u>	<u>Total Hours</u>	<u>Total Pay</u>	<u>Dues Deduct</u>	<u>PAC Deduct</u>	<u>H&amp;W Fringe</u>	<u>PEN Fringe</u>
Local: LOCAL 0018								
Class: Fork Truck Operator								
JON E. ALLEN	824.00	10.00	834.00	25,404.92			5,762.94	
EVAN D. CANSLER	48.00		48.00	1,453.44			331.68	
ROBERT B. CHILDS	142.00		142.00	4,299.76			981.23	
ROBERT L. HUGHES	164.00		164.00	4,965.92			1,133.24	
DONN R. LARCK	24.00		24.00	726.72			165.84	
EILEEN M. MURPHY	160.00	1.00	161.00	4,890.22			1,112.51	
PAUL W. OSBORNE	80.00		80.00	2,422.40			552.80	
CARMELITA M. WILLIS	62.00		62.00	1,877.36			428.42	
<b>Class Totals</b>	<b>1,504.00</b>	<b>11.00</b>	<b>1,515.00</b>	<b>46,040.74</b>	<b>.00</b>	<b>.00</b>	<b>10,468.66</b>	<b>.00</b>
Class: JOURNEYMAN								
MATTHEW A. HENDERSON	22.00		22.00	691.68			152.03	
RANDY A. HURSELL	20.00		20.00	628.80			138.20	
<b>Class Totals</b>	<b>42.00</b>	<b>.00</b>	<b>42.00</b>	<b>1,320.48</b>	<b>.00</b>	<b>.00</b>	<b>290.23</b>	<b>.00</b>
<b>Local Totals</b>	<b>1,546.00</b>	<b>11.00</b>	<b>1,557.00</b>	<b>47,361.22</b>	<b>.00</b>	<b>.00</b>	<b>10,758.89</b>	<b>.00</b>
<b>Union Totals</b>	<b>1,546.00</b>	<b>11.00</b>	<b>1,557.00</b>	<b>47,361.22</b>	<b>.00</b>	<b>.00</b>	<b>10,758.89</b>	<b>.00</b>

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## Union Summary Report

SOFCO ERECTORS

08/23/2018 Page 1  
 System Date: 08/23/2018  
 System Time: 11:51 am

Period End Dates 7/31/2012 through 7/28/2013

Union: OPERATORS

<u>Employee</u>	<u>Regular Hours</u>	<u>Overtime Hours</u>	<u>Total Hours</u>	<u>Total Pay</u>	<u>Dues Deduct</u>	<u>PAC Deduct</u>	<u>H&amp;W Fringe</u>	<u>PEN Fringe</u>
Local: LOCAL 0018								
Class: Fork Truck Operator								
JON E. ALLEN <i>pyv</i>	1,966.00		1,966.00	58,580.18			13,151.56	
KATHLEEN S. HART	184.00		184.00	5,540.32			1,225.44	
SCOTT ICENHOWER	120.00		120.00	3,633.60			799.20	
CHARLES G. LANTZ	88.00		88.00	2,664.64			586.08	
ROBERT J. RENTAS	42.00		42.00	1,250.96			279.72	
LARRY D. ROGERS, SR.	3.00		3.00	88.89			19.98	
JOSEPH E. STANLEY	440.00	21.00	461.00	13,970.54	.00	.00	3,070.26	.00
<b>Class Totals</b>	<b>2,843.00</b>	<b>21.00</b>	<b>2,864.00</b>	<b>85,729.13</b>	<b>.00</b>	<b>.00</b>	<b>19,132.24</b>	<b>.00</b>
Class: JOURNEYMAN								
ROBERT B. CHILDS	64.00		64.00	1,970.56			426.24	
DONALD R. GRIMM	192.00	.50	192.50	5,934.77			1,282.05	
MATTHEW A. HENDERSON	196.00		196.00	6,112.84			1,335.36	
RANDY A. HURSELL	64.00		64.00	1,970.56			426.24	
<b>Class Totals</b>	<b>516.00</b>	<b>.50</b>	<b>516.50</b>	<b>15,988.73</b>	<b>.00</b>	<b>.00</b>	<b>3,469.89</b>	<b>.00</b>
<b>Local Totals</b>	<b>3,359.00</b>	<b>21.50</b>	<b>3,380.50</b>	<b>101,717.86</b>	<b>.00</b>	<b>.00</b>	<b>22,602.13</b>	<b>.00</b>
<b>Union Totals</b>	<b>3,359.00</b>	<b>21.50</b>	<b>3,380.50</b>	<b>101,717.86</b>	<b>.00</b>	<b>.00</b>	<b>22,602.13</b>	<b>.00</b>

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## Union Summary Report

SOFCO ERECTORS

08/23/2018 Page 1  
 System Date: 08/23/2018  
 System Time: 1:34 pm

Period End Dates 7/31/2011 through 7/30/2012

Union: OPERATORS

<u>Employee</u>	<u>Regular Hours</u>	<u>Overtime Hours</u>	<u>Total Hours</u>	<u>Total Pay</u>	<u>Dues Deduct</u>	<u>PAC Deduct</u>	<u>H&amp;W Fringe</u>	<u>PEN Fringe</u>
Local: LOCAL 0018								
Class: Fork Truck Operator								
JON E. ALLEN <i>Dr Nelly</i>	630.00		630.00	18,473.30			4,195.80	
CHARLES M. GAMBILL	50.00		50.00	1,441.50			333.00	
ROBERT S. HOOVER	1,029.00		1,029.00	29,666.07			6,853.14	
JOSEPH E. STANLEY	32.00		32.00	948.16			213.12	
Class Totals	1,741.00	.00	1,741.00	50,529.03	.00	.00	11,595.06	.00
Class: JOURNEYMAN								
VICTOR L. FULTON	318.00	22.00	340.00	10,526.49			2,264.40	
RANDY A. HURSELL	144.00	1.00	145.00	4,479.95			965.70	
MARTY E. KORN		8.00	8.00	359.88			53.28	
Class Totals	462.00	31.00	493.00	15,366.32	.00	.00	3,283.38	.00
Local Totals	2,203.00	31.00	2,234.00	65,895.35	.00	.00	14,878.44	.00
Union Totals	2,203.00	31.00	2,234.00	65,895.35	.00	.00	14,878.44	.00

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## Union Summary Report

SOFCO ERECTORS

08/23/2018 Page 1  
 System Date: 08/23/2018  
 System Time: 3:20 pm

Period End Dates 7/31/2010 through 7/30/2011

Union: OPERATORS

<u>Employee</u>	<u>Regular Hours</u>	<u>Overtime Hours</u>	<u>Total Hours</u>	<u>Total Pay</u>	<u>Dues Deduct</u>	<u>PAC Deduct</u>	<u>H&amp;W Fringe</u>	<u>PEN Fringe</u>
Local: LOCAL 0018								
Class: Fork Truck Operator								
ROBERT S. HOOVER	789.00		789.00	22,562.37			5,254.74	
Class: JOURNEYMAN								
RUSSEL K. GARRIS	72.00		72.00	2,123.28			479.52	
JOE M. HARLOW	262.00		262.00	7,726.38			1,744.92	
Class Totals	334.00	.00	334.00	9,849.66	.00	.00	2,224.44	.00
Local Totals	1,123.00	.00	1,123.00	32,412.03	.00	.00	7,479.18	.00
Union Totals	1,123.00	.00	1,123.00	32,412.03	.00	.00	7,479.18	.00

SOFCO002368

# Union Summary Report

SOFCO ERECTORS

08/23/2018 Page 1  
System Date: 08/23/2018  
System Time: 3:21 pm

Period End Dates 7/31/2009 through 7/30/2010

Union: OPERATORS

<u>Employee</u>	<u>Regular Hours</u>	<u>Overtime Hours</u>	<u>Total Hours</u>	<u>Total Pay</u>	<u>Dues Deduct</u>	<u>PAC Deduct</u>	<u>H&amp;W Fringe</u>	<u>PEN Fringe</u>
Local: LOCAL 0018								
Class: JOURNEYMAN								
RANDALL D. W. BAUGH	152.00		152.00	4,406.48			1,012.32	
JAMIE M. CARR	32.00		32.00	931.68			213.12	
MICHAEL R. CRUM	72.00		72.00	2,087.28			479.52	
CECIL HOWELL, JR.	32.00		32.00	927.68			213.12	
STEVEN L. LANCASTER	152.00		152.00	4,482.48			1,012.32	
Class Totals	440.00	.00	440.00	12,835.60	.00	.00	2,930.40	.00
Local Totals	440.00	.00	440.00	12,835.60	.00	.00	2,930.40	.00
Union Totals	440.00	.00	440.00	12,835.60	.00	.00	2,930.40	.00

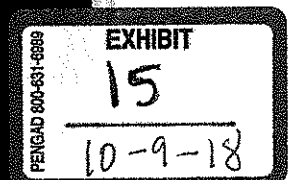
SOFCO002369



AGREEMENT BETWEEN  
CENTRAL OHIO AGC  
AND  
IRONWORKERS  
LOCAL UNION NO. 172



JUNE 1, 2010 - MAY 31, 2011



**AGREEMENT BETWEEN  
CENTRAL OHIO AGC AND  
CENTRAL OHIO STEEL ERECTORS AND  
IRONWORKERS LOCAL UNION NO. 172**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this 1st day of June, 2013 by and between the CENTRAL OHIO DIVISION, ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC. hereinafter referred to as the "Employer" and the IRONWORKERS LOCAL UNION NO. 172, hereinafter referred to as the "Union".

This Agreement is entered into by collective bargaining to prevent strikes and lockouts and to facilitate peaceful adjustment of grievances and disputes between Employer and Union in this trade and to prevent waste, unnecessary and avoidable delays, and expense, and, so far as possible to provide for labor's continuous employment, such employment to be in accordance with the conditions herein set forth and at wages herein agreed upon, also, that stable conditions may prevail in the building industry and building costs may be as low as possible, consistent with fair wages and conditions, and further, the establishment of the necessary procedures by which these ends may be accomplished.

## **SAFETY**

The employees covered by the terms of this Agreement shall at all times while in the employ of the Employer be bound by the safety rules and regulations as established by the Employer in accordance with the Construction Safety Act and OSHA. These rules and regulations will be published and posted at conspicuous places throughout the project.

In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Employer on a job site to which this Agreement applies to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or to other persons in the event that injury or accident occurs.

## **DRUG-FREE WORKPLACE**

The Union and the Employer mutually agree to the policy of maintaining a drug free workplace in compliance with Federal Regulations and the Impact Drug and Alcohol Screening Policy and Procedure, which by reference is made part of this agreement. Labor and Management are committed to maintaining a workplace free of illegal drugs. Both parties recognize that illegal drug use poses health and safety hazards to the employee and to the construction industry at large. Management and labor prohibit the possession or use of illegal drugs and/or alcohol on all construction projects.

Employees manufacturing, distributing, dispensing, possessing or using illegal drugs and/or alcohol on construction projects are subject to immediate dismissal.

The parties recognize the Employer's right to formulate and propose a drug and alcohol policy, subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. As such, nothing in this agreement, or in the Impact Drug and Alcohol Screening Policy and Procedure, shall prohibit the employer from conducting drug and alcohol screenings

in addition to that required by this agreement provided such tests meet or exceed accepted industry standards.

If the employer conducts drug and alcohol screenings in addition to that required by this agreement, individual employees may be required to sign consent forms or documentation involved in the actual screening process. Any refusal to comply with these requests or any attempt to switch, adulterate, or alter any sample or specimen shall be deemed a violation of this agreement. Any on-site testing shall be conducted by trained personnel and positive screenings shall be confirmed by certified laboratory analysis.

Employees may be temporarily suspended pending the results of laboratory analysis or confirmation of any post-accident or reasonable suspicion screening but shall be reimbursed for all wage and benefit loss incurred (not to exceed 32 hours) during this suspension. All false positives resulting from on-site screening shall also require reimbursement for wage and benefit loss (not to exceed 32 hours) by the employer.

Employees using prescription or over-the-counter drugs that may impair their ability to safely perform their assigned jobs shall inform their employer of such usage. They shall also indicate any such usage during any drug or alcohol screening. It shall not be a violation of this agreement or any confidentiality implied by this agreement for the third party administrator of a signatory contractor to report positive test results to the third party Administrator of Impact and such results shall be acted upon in accordance with the accepted procedures of this agreement.

Any violation of the Impact Drug and Alcohol Screening Policy and Procedures (or any addenda contained in this agreement) shall be subject to the provisions of Article 38 of this agreement.

## **NON-DISCRIMINATION**

The Employer and the Union agree that they will not discriminate against any employee or applicant for employment because of Race, Color, Creed, Age, Sex or National Origin. The parties further agree to abide by Executive Order 11246 and other succeeding Federal, State, County, and City regulations, establishing or extending equal employment opportunities.

## **ARTICLE I CRAFT JURISDICTION**

SECTION 1. This Agreement covers all field erection and construction work traditionally performed by and coming under the jurisdiction of the Association. The Employer recognizes that the claimed scope of work covered under this Agreement by the Association is that provided for, but not limited to, the jurisdictional claims contained within the charter grant issued by the AFL-CIO to the Association and contained in Article 4 of the Association's Constitution.

SECTION 2. Agreements, National in Scope between Ironworkers International Association and other International Unions, covering work jurisdiction and allocation and division of work among employees represented for the purpose of collective bargaining by such labor organizations, shall be respected



and applied by the Employer.

SECTION 3. It is understood and agreed that Employers signatory to this Agreement shall not sign a stipulation to be bound by the terms of the Agreement establishing the Impartial Jurisdictional Disputes Board nor be bound by its decisions. Any such stipulation that previously may have been entered into or on behalf of the Employer is rescinded by execution of this contract. It is further understood that the parties to this Agreement shall not submit any dispute to the Impartial Jurisdiction Disputes Board.

SECTION 4. The foregoing Section 3 shall remain in full force and effective until such time as all other Employers in the construction industry having agreements with the Ironworkers Union, and all other Unions affiliated with the Building and Construction Trades Department, have signed a stipulation to be bound by the terms of the Agreement and decisions of the Impartial Jurisdictional Disputes Board.

SECTION 5. In the event of any dispute as to Jurisdiction of work covered by the terms of this Agreement being claimed by Unions other than those affiliated with the Building and Construction Trades Department, AFL-CIO, then such dispute shall be referred to the International Unions involved for determination by whatever procedures they may adopt and the work shall proceed as assigned by the individual Employer until such determination by the International Unions in any given jurisdictional determination shall be implemented immediately by the individual Employer involved.

SECTION 6. There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

SECTION 7. This Local Union claims for its members the fabrication, production, erection and construction of all iron, steel, ornamental lead, bronze, brass, copper, aluminum, all ferrous and nonferrous metals; precast, pre-stressed and post-stressed concrete structures, agitators, air ducts, anchors, application of all sealants such as Thiokol, Neoprene and similar types used to seal metal to metal surfaces; apron, aqueducts, awnings, bar joist, blast furnaces, book stacks, boilers (sectional water tube, and tubular), boxes, brackets, bridges, bucks, bulkheads, bunkers, cableways, caissons, canopies, caps, cast tiling, chutes, clips, cofferdams, concentrators, conveyors, coolers, coping, corbels, corrugated sheets when attached to steel frames; cranes (the erection, installation, handling, operating and maintenance on all forms of construction work), crushers, cupolas, curtains, dams, decking (metal), roof decking (such as "coffer" and similar type materials, as well as "Trusdeck", Mahan "M" deck and other dual purpose type roof deck), derricks, docks, domes, dredges, drums, duct and trench frames and plates, dumb waiter enclosures, dumpers, elevators, elevator cars, elevator enclosures, enamel tanks, enamel vats, escalators, expanded metals, fascias, false work, fans, fencing, fire escapes, fins, flag poles, floor construction and flooring, flumes, frames, frames in support of boilers, fronts, fur rooms, gates, grating, grillage and foundation work, grill work, guards, hangers, hanging ceilings, hoppers, hot rooms, inclines, iron doors, jail and cell work, joist (precast, prestressed and post-stressed), kalomeined doors, kilns, lintels, lockers, locks, louvers, machinery (moving, hoisting, lowering and placing on foundations),

making and installation of all articles made of wire and fibrous rope; marquees, material altered in field, such as: framing, cutting, bending, drilling, burning and welding by acetylene gas and electric machines, metal curtain wall, metal floor decking, metal forms and false work pertaining to concrete construction, metal windows, metal furniture and enclosures, mixers, monorails, multi-plate, operating devices, ovens, pans, panels (insulated and non-insulated, factory and field assembled) pen stocks, pile drivers, plates, porcelain enameled panels, prefabricated metal buildings, pulverizers, racks railing (including pipe), railroad bridgework and maintenance, reservoirs, rigging (including shipyards, navy yards, vessels and government departments), roofs, rolling shutters, safe deposit boxes, safes, sash, scaffolding, seats, shafting, sheet piling, shelving, shoring, sidewalk and vault lights signs, skip hoists, skylights, smoke conveyors, spandrels (metal and precast concrete), spillways, stacks, stairways, stokers, storage rooms, stoves, subways, sun shades, tables, towers, tanks, tracks, tramway, travelers, traveling sheaves, trusses (steel Howe, and combination), tunnels, vats, vault doors, vaults, ventilators, vertical hydraulic elevators, vessel, viaducts, window wall, wire work; wrecking and dismantling of all of the above and all house-smith work and submarine diving in connection with or about the same.

1. The assembly and erection of all metal shapes, sheets, pieces, studs, girts, purlins or other members for metal framing systems which are load bearing in function, no matter how limited the contribution to the load bearing resistance path or diaphragm function, which are utilized in the construction of structures; including all siding, sheeting, metal roofing, bar grating, flooring and any related accessories.

2. The mixing, manufacture and erection of all products or applications of fiber reinforced plastics and all related accessories.

3. The lay out and erection of all exterior wall systems including the anchors, framing, supporting members, sealing caulking, all vision lites, entrances, wall infill panels or spandrel panels whether weather protective, decorative, solar energy collecting, reflecting or sound attenuating in function including radio frequency (RF) shielding and all related accessories for the wall system.

4. All infill panels on stair rails, stair platform rails, barrier rails or other rail systems including all related accessories.

5. The fabrication, maintenance, repair, rigging and setting of all metal intermodal transportation containers and all related accessories when used on railway cars, ships, trucks or in stationary locations.

6. The unloading, handling, hoisting, distribution, placing and tying of all metal reinforcing bars, fibers, mesh and all related accessories for reinforcing cast in place concrete.

7. The unloading and erection of all power operated walkways, speedwalks and conveyors including all supporting framing, railings, wainscots, belting, all related accessories and operating mechanisms for transporting either materials or personnel whether horizontal, inclined or vertical.

8. All metal and metal products and all related accessories designed to be decorative, cosmetic or ornamental and commonly called "architectural metal" or miscellaneous iron.

9. The unloading, distribution and erection of all metallic door frames, including doors, hardware and all related accessories which are designed or intended to absorb or repel seismic, atmospheric, meteorological, or explosive forces, repel intruders, provide privacy or security and detention door systems whether the doors are operated manually or by power operators and whether the doors swing, slide, coil, stack or utilize other forces to control entry, egress or passage through the door opening.

The above claims are subject to trade agreements and decision of the National Joint Board for the Settlement of Jurisdictional Disputes.

#### SECTION 8. DEFINITION OF WORK COVERED.

"Contractor" where used in this Agreement means any Contractor engaged in either (1) building construction, (2) heavy construction, (3) highway construction, or (4) railroad construction or (5) building or plant maintenance including emergency repairs or planned scheduled maintenance.

### ARTICLE 2 RECOGNITION AND SECURITY

SECTION 1. All employees who are members of the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers on the effective date of this Agreement shall be required to remain members of the Association in good standing as a condition of employment during the term of this Agreement. All employees may be required to become and remain members of the Association in good standing as a condition of employment from and after the eighth (8th) day following the dates of employment, or the effective date of this Agreement, whichever is later. (This clause shall be effective only in those states permitting Union Security.)

SECTION 2. If the Union shall furnish employees to any Employer within the area of jurisdiction of this Agreement upon any more favorable wage rates and conditions than those contained herein, the Union agrees that such more favorable wage rates and conditions shall automatically be extended to this Employer.

SECTION 3. It is understood that the negotiation committee for the aforementioned Employer and the negotiating committee for the Union are acting only as agents in the negotiation of this contract and that the negotiating committee for the Employer is the agent only for those individuals, partnerships, and corporations who have authorized them so to act, and the negotiating committee for the Union is agent only for the Union and its members, and in no event shall either of the said negotiating committees be bound or held liable in any manner for any breach of this contract of the contractors, employees, or members of the Union.



### **ARTICLE 3 REFERRAL CLAUSE**

In order to maintain an efficient system of production in the industry, to provide for an orderly procedure of referral of applicants for employment and to preserve the legitimate interest of employees in the employment, the Employer and the Union agree to the following plan of referral of applicants to employment.

SECTION 1. The Employer shall have the right to employ directly a minimum number of key employees who may consist of a superintendent, general foreman and foremen. In addition, the Employer shall have the right to employ directly, on any Job in the locality in which the Employer maintains his principal place of business, employees required on such Job or Jobs provided such employees are regular employees of the Employer who have been employed by the Employer fifty percent (50%) of the time during the previous twelve (12) months; and on jobs of the Employer located outside of the locality in which the Employer maintains his principal place of business, forty percent (40%) of such employees.

SECTION 2. All other employees required by the Employer shall be furnished and referred to the Employer by the Union.

SECTION 3. The Employer shall have the right to reject any applicant referred by the local Union.

SECTION 4. The Union shall select and refer applicants for employment without discrimination against such applicants by reason of Race, Creed, Sex, Color, National Origin, Membership or Non-Membership in the Union and such selection and referral shall not be affected in any way by rules, regulations, bylaws, constitutional provisions or any other aspect or obligation of Union membership policies or requirements. The selection and referral of applicants shall be operated in accordance with the following plan.

SECTION 5. The Union shall register any applicants for employment on the basis of the Groups listed below. Each applicant shall be registered in the highest priority group for which he qualifies.

GROUP "A" All applicants for employment who have worked at the trade as a mechanic or apprentice for the past four (4) years; have previously passed a Journeyman's examination conducted by a duly constituted Local Union affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, qualifying them to work as a mechanic at the trade; have been employed for a period of at least one (1) year during the past four (4) years by Employers (parties to collective bargaining agreements with the Union), and who have actually resided for the past year within the geographical area constituting the normal construction labor market.

Upon graduation from the Apprenticeship School of Ironworkers Local Union No. 172, in conjunction with the Central Ohio Division, Associated General Contractors of America, Inc., and approved by the Federal Bureau of Apprenticeship, the Ironworkers will be immediately placed in Group "A".

GROUP "B" All applicants for employment who have worked at the trade as a mechanic or apprentice for the past four (4) years; and have previously

passed a journeyman's examination conducted by a duly constituted local Union affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers qualifying them to work as a mechanic at the trade.

GROUP "C" All applicants for employment who have worked at the trade as a mechanic or apprentice for the past two (2) years or more and have for the past year actually resided within the geographical area constituting the normal construction labor market.

GROUP "D" All applicants for employment who have worked at the trade for more than one (1) year.

SECTION 6. The Union shall maintain each of the separate group lists set forth above which shall list the applicants within each group in the order of the dates they registered as available for employment.

SECTION 7. Employers shall advise the Union of the number of applicants needed. The Union shall refer applicants to the Employer by first referring applicants in Group "A" in the order of their places on said list and then referring applicants in the same manner successively from the lists in Group "B", then Group "C", and then Group "D". Any applicant who is rejected by the Employer shall be returned to his appropriate place within his group and shall be referred to another Employer in accordance with the position of his group and his place within the group. Upon a registrant being referred for employment and actually employed on a job more than three (3) days, such registrant's name shall be removed from the list until such time as his employment has been terminated at which time he shall be registered at the bottom of the appropriate list under which he is entitled to be registered.

If a registrant, upon being referred in regular order, refuses to accept the referral, such registrant's name shall be placed at the bottom of the appropriate list under which he is entitled to be registered.

SECTION 8. The order of referral set forth above shall be followed except in cases where Employers require and call for employees possessing special skills and abilities in which case the Union shall refer the first applicant on the register possessing such special skills and abilities.

SECTION 9. Apprentices shall be hired and transferred in accordance with the apprenticeship provisions of the Agreement between the Employer and Union.

SECTION 10. In the event that the referral facilities maintained by the local Union are unable to fill the requisition of an Employer for employees within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants directly at the job site.

In such event, the Employer will notify the local Union of the names and dates of such hiring.

SECTION 11. The local Union, through its Examining Board, shall examine job applicants who have not previously passed an examination conducted by a duly constituted local Union affiliated with the International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers in order to determine whether

they are qualified to perform the work of the craft as a mechanic and be eligible for referral. Such examinations shall be held at least every month.

SECTION 12. In the event that any job applicant is dissatisfied with his Group Classification or his order of referral in that such applicant claims that he was not placed in the proper group set forth above or was not referred in the regular order as provided above or if a job applicant has failed in his examination to qualify as an eligible referent, such aggrieved job applicant may appeal in writing within ten (10) days from the day on which his complaint arose, or failure to pass his examination, to an Appellate Tribunal consisting of an Employer representative, a Union representative and an Impartial Umpire appointed jointly by the Employer and the Union, and the decision of the Appellate Tribunal shall be final and binding.

SECTION 13. The Employer and the local Union shall post in appropriate places all provisions relating to the hiring arrangement set forth in this Agreement.

#### **ARTICLE 4 TERRITORY**

SECTION 1. The territory covered by this Agreement shall be the territorial jurisdiction of Local Union No. 172 which includes all or part of the following Ohio Counties: Champaign, Clark, Crawford, Delaware, Fairfield, Fayette, Franklin, Hardin, Highland, Hocking, Jackson, Knox, Licking, Logan, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, Vinton, and Wyandot.

SECTION 2. The boundaries of Local Union No. 172 were established by mutual agreement at the District Council of Southern Ohio and Vicinity meeting held e 20, 1956, at Dayton, Ohio, and approved by the General Executive Board of this International on June 26, 1956.

#### **ARTICLE 5 WORK HOURS PER DAY**

SECTION 1. Eight (8) hours shall constitute a day's work, which shall be performed between the hours of 7:00 a.m. and 4:30 p.m. Except if contractually required (subject to verification) or by mutual agreement between the Business Agent and the Employer, work performed before the standard starting time or after the standard quitting time, shall be paid at the applicable overtime rate. On jobs where it becomes necessary to have a one (1) hour lunch period the quitting time shall be set back one-half ( $\frac{1}{2}$ ) hour. Normal lunch hour shall be a one-half ( $\frac{1}{2}$ ) hour period, which begins no sooner than three and one-half ( $3\frac{1}{2}$ ) hours nor later than four and one-half ( $4\frac{1}{2}$ ) hours from the starting time. When work men are required to work through the normal lunch hour, such work shall be regarded as overtime. NOTE: On jobs using the standard four/ten ( $4/10$ ) work schedule, lunch shall be a one-half ( $\frac{1}{2}$ ) hour period which begins no sooner than four and one-half ( $4\frac{1}{2}$ ) hours nor later than five and one-half ( $5\frac{1}{2}$ ) hours from the starting time. When a legal holiday falls on a scheduled workday, the Employer may use the four/ten ( $4/10$ ) hour day workweek. (Excludes

Thanksgiving, Christmas and New Year)

SECTION 2. Changes in the work hours per day in special cases, not however to exceed an eight (8) hour day, may be made to meet special conditions upon application to and approval of the General Executive Board.

SECTION 3. If an Employee is required to work unscheduled overtime more than ten (10) hours at the option of the majority they may take a one-half (½) hour lunch break without pay at the end of the tenth (10th) hour of work and an additional one-half (½) hour lunch break without pay after each additional four (4) hours of work. (This clause does not apply to scheduled shift work).

SECTION 4. Employees called in or sent in on emergency work anytime outside regular daylight work hours shall receive a minimum of four (4) hours at time and one half rate.

SECTION 5. Four/Ten Work Week. By mutual agreement between the Employer and the Union, a job may be worked on a four (4) day ten (10) hour basis and worked at the regular straight time rate, this shall constitute a forty (40) hour week. However, at no time shall an agreement to work four/tens (4/10) on one job be construed to mean another job may be worked under the same conditions without the same mutual agreement. All four/tens (4/10) jobs will be scheduled at the beginning of the Monday starting time mutually agreed upon. When the four (4) day ten (10) hour option is exercised, it must remain in effect for the full work-week or until job completion, whichever occurs first (provided that the job runs a minimum of one week). All employees of the Employer covered by this agreement on a particular job must come under this provision. Ten consecutive hours, exclusive of one half (½) hour lunch period between the hours of 7:00 a.m. and 6:00 p.m. shall constitute a workday from Monday through Thursday. Work performed before and after the regular 4/10 work hours Monday through Friday, Saturday and Sunday will be at the applicable overtime rate. One coffee break is required at midmorning and a second coffee break is required after the lunch hour.

SHIFTS: When a four (4) day week is being utilized and two (2) shifts are scheduled, the first or day shift will consist of ten (10) hours worked for ten (10) hours pay; the second shift shall consist of ten (10) hours worked for ten (10) hours pay. In the event an employee elects to work less than a full shift he will be paid for the hours actually worked.

FRIDAY MAKE-UP DAY: Due to inclement weather or other conditions beyond the Employer's control, a Friday make up day may be scheduled with the following provisions:

A) The makeup-day is voluntary for each individual employee and the employee shall not be discriminated against with regard to lay off for refusing to work.

B) The make up day shall be scheduled for at least eight (8) hours work, weather permitting work.

C) Hours worked within the scheduled work hours, (not to exceed forty (40) hours in a work week) shall be paid at the straight time rate. Hours in excess of



forty hours shall be paid at the applicable overtime rate.

D) When a legal Holiday falls on a scheduled workday, the Employer may use the four/ten (4/10) hour day workweek schedule for the remainder of the workweek. Foremen and general foremen will still receive the guaranteed forty-hour pay plus any overtime that may be worked.

An employee who is referred for employment whose work is scheduled for less than forty (40) hours (from date of hire to termination) shall receive the appropriate rate of overtime pay for all hours worked in excess of eight (8) hours per day.

SECTION 6. Due to inclement weather or other conditions beyond the employers control and upon prior mutual agreement or if contractually required (subject to verification) between the employer and the union, a Saturday make up day may be utilized on designated projects.

The makeup day is voluntary for each individual employee and shall be scheduled for at least 8 hours, weather permitting.

Work performed before and after the regular eight-hour day Monday through Saturday will be at the applicable overtime rate. All foreman and general foreman wage and hour guarantees shall remain in effect.

Employees on other similarly affected sites may voluntarily transfer to a designated site to perform work as needed on the make up day, but their employment shall not supercede that of designated site employees seeking to work the make up day.

Any agreement to utilize this section on a specific site does not automatically grant an extension of these terms and conditions to other sites without prior agreement of such extension.

When a legal holiday occurs or is observed during the standard workweek, Monday through Friday, a make up day on the following Saturday is not applicable and in this instance is an overtime day.

## **ARTICLE 6 SHIFT WORK**

When two (2) shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay. The second shift shall work eight (8) hours and receive eight (8) hours pay plus a ten (10) percent shift differential.

When three (3) shifts are employed, the first shift shall work eight (8) hours and receive eight (8) hours pay. The second shift shall work seven and one half (7½) hours and receive seven and one half (7½) hours pay plus a ten (10) percent shift differential. The third shift shall work seven (7) hours and receive seven (7) hours pay plus a fifteen (15) percent shift differential.

When multiple shifts are employed on Saturday, Sunday, and recognized holidays or where each shift is longer than eight (8) hours, the rate of pay shall be calculated at the appropriate overtime rate (REFER TO ARTICLE 7 - OVERTIME AND HOLIDAYS) plus the appropriate shift differential. The overtime rate shall

start with the first or morning shift. A thirty (30) minute lunch break shall be observed on each shift and shall not be considered as time worked.

When an individual is required to work overtime beyond his usual shift he shall remain on such appropriate overtime rate of pay until he receives a break of not less than eight (8) hours.

Upon prior agreement between the local union and the Employer, where job conditions dictate a second or third shift may be worked absent a first or second shift providing the appropriate shift differential work hours and rates of pay are observed. (UNDER THE TERMS OF THIS PARTICULAR PARAGRAPH EACH SHIFT SHALL BE A FULL EIGHT (8) HOUR SHIFT). The appropriate shift designation shall be based on starting time.

Except in cases of emergency as decided by the General Executive Board, not more than one shift shall be allowed on a job of less than five (5) days duration.

#### **ARTICLE 7 OVERTIME AND HOLIDAYS**

SECTION 1. All work in excess of eight (8) hours Monday through Friday shall be paid at the rate of one and one half ( $1\frac{1}{2}$ ) the hourly rate for the 9<sup>th</sup>, 10<sup>th</sup>, and 11<sup>th</sup> hours. Employees must work eight (8) hours before overtime shall be paid. All work performed after the 12<sup>th</sup> hour shall be paid at the double time rate. The first twelve (12) hours worked on Saturday shall be paid one and one half ( $1\frac{1}{2}$ ) times the hourly rate. All work performed after twelve (12) ten hours will be paid at the double time rate. All work performed on Sunday and Holidays shall be paid at the double time rate. No work shall be performed on Labor Day except to save life or property.

SECTION 2. The following holidays shall be observed: New Year's Day, Labor Day, Memorial Day, Thanksgiving Day, July 4, Christmas Day

SECTION 3. Any of the above holidays in Section 2 which occur on a Sunday shall be observed on the following Monday. No Employee shall accept time off as compensation for overtime.

#### **ARTICLE 8 DUES CHECK OFF**

Commencing June 1, 1974 and continuing thereafter during the term of this Agreement, and in accordance with the terms of an individual and voluntary written authorization for check off of Union dues in the form agreed upon by the parties hereto and permitted by the provisions of Section 302 (c) of the Labor Management Relations Act as amended, the Employer agrees to deduct once each week from the wages of each employee covered by this Agreement who signs such authorization, five (5%) percent of said employees gross wages. The amount deducted shall be remitted to Ironworkers Local Union No. 172 indicated on reporting forms by the 15th day of the following month together with a statement setting forth the name and hours paid of each employee from whose wages the deduction is made.

## ARTICLE 9 WAGE RATES

The different classifications of an "Ironworker" are as follows: Structural, Welder, Ornamental, Machinery Mover, Reinforcing, Fence Erector, Rigger, Sheeter. All in the above classifications are paid the same hourly rate as that listed for a Journeyman Ironworker.

SECTION 1. The following minimum hourly wages shall apply to the classifications indicated.

June 1, 2013 - \$ 27.67  
June 1, 2014 - to be determined  
June 1, 2015 - to be determined

The above rates become effective with the first day of the first full pay week in the month of the effective date of the increase.

SECTION 2. Foreman. Not less than one dollar and seventy-five cents (\$1.75) above the journeyman rate as of June 1, 2013. Not less than two dollars (\$2.00) above the journeyman rate as of June 1, 2014.

General Foreman. Not less than two dollars and twenty-five cents (\$2.25) above the journeyman rate as of June 1, 2013. Not less than two dollars and fifty cents (\$2.50) above the journeyman rate as of June 1, 2014.

SECTION 3. Apprentices and trainees shall be paid not less than the following minimum percentages of the journeyman rate:

First one thousand hours - 60%	Fifth one thousand hours - 80%
Second one thousand - 65%	Sixth one thousand hours - 85%
Third one thousand hours - 70%	Seventh one thousand - 90%
Fourth one thousand hours - 75%	Eighth one thousand hours - 95%

SECTION 4. HOT PAY. Hot pay shall be at the rate of one dollar (\$1.00) per hour added to the classification rate shown in Article 9, Section 1. "Hot" work is defined as a work area in which the temperature is in excess of one hundred fifty (150) degrees F° due to the presence of a furnace, smelter, incinerator, or other equipment that emits extreme heat.

### EFFECTIVE JUNE 1, 2013

Journeyman Ironworker	\$ 27.67 per hour
Foreman	29.42 per hour
General Foreman	29.92 per hour
Pension	8.60 per hour
Health and Welfare	6.20 per hour
Annuity	2.55 per hour paid
Apprentice Fund	1% of existing wage rate

Safety Training Fund	.06 per hour
Construction Advancement Fund	.04 per hour
I.P.A.L.	\$ .02 per hour
IMPACT FUND	1% of existing wage rate

**DEDUCTED:** Dues Check Off 5% of Gross Wages

**Wages & Benefits will be determined from increase**

EFFECTIVE June 1, 2014	\$ 1.00 increase
EFFECTIVE June 1, 2015	\$ .90 increase
EFFECTIVE June 1, 2016	\$ .90 increase
EFFECTIVE June 1, 2017	\$ .90 increase

**ARTICLE 10  
PIECEWORK**

It is further agreed that the Employees will not contract, subcontract, work piecework, or work for less than the scale of wages established by the Agreement. The Employers agree not to offer and/or to pay, and the Employees will not accept, a bonus based on specific performance while on any individual job.

**ARTICLE 11  
WORK LIMITATION**

There shall be no limitation placed on the amount of work to be performed by any workman during working hours.

**ARTICLE 12  
PAYDAY**

SECTION 1. The regular payday shall be on Friday or once a week on such day as agreed upon between the Employer and the local Union and wages shall be paid before quitting time and wages are to be paid in cash or other legal tender.

SECTION 2. Employers may withhold only four (4) days wages from an Employee from Local Union No. 172 jurisdiction.

SECTION 3. When employees are laid off, or discharged, they shall be paid in full, in cash or other legal tender, on the job immediately, and if required to go to some other point or to the office of the Employer, the employees shall be paid for the time required to go to such places. When employees quit of their own accord, they shall wait until the regular payday for the wages due them.

SECTION 4. Any undue delay or loss of time caused employees through no fault of their own shall be paid for by the Employer causing such delay, at the regular straight time wages.



SECTION 5. Accompanying each payment of wages shall be a separate statement identifying the Employer, showing the total earnings, the amount of each deduction, the purpose thereof and net earning. Any Company paying in check or other legal tender shall give the address of the Employer Company and the Parent Company or corporation.

SECTION 6. In the event that the bank upon which an Employer draws his payroll check refuses to honor it for insufficient funds, the Employer shall within twentyfour (24) hours thereafter issue to the employee in question payment in cash, money order, or certified check, in the net amount of said dishonored payroll check plus ten (10%) percent of the net amount. The penalty does not apply if the employee does not attempt to cash his check within thirty (30) days.

SECTION 7. In the event of a layoff of Ironworkers working after the regular working hours of the Employer's office, the pay due those Ironworkers may be mailed directly to their homes or to the Union office, no later than the following regular working day.

### **ARTICLE 13 BENEFIT TRUST**

Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated August 1, 1952, as amended and as the same way hereafter be amended from time to time, which established and which governs the operations of the Ironworkers District Council of Southern Ohio & Vicinity Benefit Trust. That document shall be deemed to be part of this Collective Bargaining Agreement as though set forth herein at length. Unless the Employer has already done so, each Employer who is subject to the provisions hereof shall enter into a signed Participation Agreement with the Trustees of the Trust in a form prescribed by the Trustees. Each Employer agrees to continue to pay to said Benefit Trust not less than (six dollars and twenty cents (\$6.20)) effective June 1, 2013 through May 31, 2018 for each hour worked under this agreement for any Ironworker employed by the Employer. Reports shall be rendered monthly for a fourweek or five week period, as appropriate.

In computing the payments to be made by each Employer into the Trust there shall be included the payments made for shift differential, paid reporting time, paid holidays and all other items for which payment is provided excluding paid vacation. Employers' reports and contributions based upon hours worked in any month shall be paid and are due in the office of the Benefit Trust on or before the fifteenth day of the following month. For the late filing of all reports and for the late payment of contributions, liquidated damages shall be assessed in conformity with the then current policies of the United States Internal Revenue Service with respect to late filings and payments to it; under the foregoing the following charges presently prevail in 2007:

(a) For late filing of reports, five (5%) percent of the amount of the contribution covered by the report, per month, not to exceed twenty-five (25%) percent;

(b) for late payment of contributions, (1) One and one-half (1½%) percent

per month not to exceed fifty (50) months, except that for the first five (5) months of concurrent late reporting and also late payment this one and one-half (1½%) percent shall be included in the five (5%) percent in (a) above, plus (2) interest at the rate of one (1%) percent per month on all delinquent payments until paid.

#### **ARTICLE 14 PENSION TRUST**

Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated October 30, 1962, as amended and as the same may hereafter be amended from time to time, which established and which governs the operations of the Ironworkers District Council of Southern Ohio & Vicinity Pension Trust. That document shall be deemed to be part of this Collective Bargaining Agreement as though set forth herein at length. Unless the Employer has already done so, each Employer who is subject to the provisions hereof shall enter into a signed Participation Agreement with the Trustees of the Trust in a form prescribed by the Trustees.

Each Employer agrees to pay to said Pension Trust not less than eight dollars and sixty cents (\$8.60) an hour from June 1, 2013 through May 31, 2018 for each hour worked under this Agreement for any Ironworker employed by the Employer. Reports shall be rendered monthly for a four-week or five-week period, as appropriate. In computing the payments to be made by each Employer into the trust there shall be included the payments made for shift differential, paid reporting time, paid holidays and all other items for which payment is provided excluding paid vacation. Employers' reports and contributions based upon hours worked in any month shall be paid and are due in the office of the Pension Trust on or before the fifteenth (15th) day of the following month. For the late filing of reports and for the late payment of contributions, liquidated damages shall be assessed in conformity with the then current policies of the United States Internal Revenue Service with respect to late filings and payments to it; under the foregoing the following charges presently prevail in 2013: (a) for late filing of reports, five (5%) percent of the amount of the contribution covered by the report, per month, not to exceed twenty-five (25%) percent; (b) for late payment of contributions, (1) One and one-half (1½%) percent per month, not to exceed 50 months, except that for the first five (5) months of concurrent late reporting and also late payment this one and one-half (1½%) percent shall be included in the five (5%) percent in (a) above, plus (2) interest at the rate of one (1%) percent per month on all delinquent payments until paid.

#### **ARTICLE 15 ANNUITY TRUST**

Each Employer who is subject to the provisions hereof shall be bound by all the terms and provisions of the Agreement and Declaration of Trust dated April 27, 1971, as amended and as the same may hereafter be amended from time to time, which established and which governs the operation of the

Ironworkers District Council of Southern Ohio and Vicinity Annuity Trust. That document shall be deemed to be a part of the Collective Bargaining Agreement as though set forth herein at length. Unless the Employer has already done so, each Employer who is subject to the provisions hereof shall enter into a signed Participation Agreement with the Trustees of the Trust in a form prescribed by the Trustees.

Each Employer agrees to continue to pay said Annuity Trust not less than two dollars and fifty-five cents (\$2.55) an hour for each hour **paid** under this Agreement for any Ironworker employed by the Employer. Reports shall be rendered monthly for a four-week or five-week period, as appropriate.

In computing the payments to be made by each Employer into the Trust there shall be included the payments made for shift differential, paid reporting time, paid holidays and all other items for which payment is provided excluding paid vacation. Employers' reports and contributions based upon hours paid in any month shall be paid and are due in the office of the Annuity Trust on or before the fifteenth (15th) day of the following month. For the late filing of reports and for the late payment of contributions, liquidated damages shall be assessed in conformity with the then current policies of the United States Internal Revenue Service with respect to late filings and payments to it under the foregoing the following charges presently prevail in 2007; (a) for late filing of reports, five (5%) percent of the amount of the contribution covered by the report per month not to exceed twenty-five (25%) percent; (b) for late payment of contributions, (1) one and one-half (1½%) percent per month, not to exceed fifty (50) months, except that for the first five (5) months of concurrent late reporting and also late payment this one and one-half (1½%) percent shall be included in the five (5%) percent in (a) above, plus (2) interest at the rate of one (1%) percent per month on all delinquent payments until paid.

#### **ARTICLE 16 BOND PROVISION**

The Union shall require those Employers who have not established and maintained an office in the Jurisdiction of Ironworkers Local Union No. 172 for two (2) years or more, or who are not previously a party to an agreement with Ironworkers Local Union No. 172 or who are delinquent or who become delinquent in payments to Benefits and Deductions programs provided by this agreement to procure, pay the premium for, and deliver to the Union, a Bond written by a responsible Surety Company of the State of Ohio in the sum of fifty thousand dollars (\$50,000.00) plus any existing delinquencies due said Benefits and Deductions programs, guaranteeing fringe benefits due employees under this agreement and all payments and penalties due as provided in this Agreement.

Employers desiring to start work before furnishing such Bond shall make five thousand dollars (\$5,000.00) cash deposit with Ironworkers Local #172. His job may then proceed for a period of seven (7) days. Thereafter, the fifty thousand dollars (\$50,000.00) Bond must be posted before work may continue.

Any such deposit shall be refunded to the Employer upon presentation of the Bond. The above Bond and cash deposit are for the purpose of securing the payment by their Employer of any deductions programs and shall be refunded to the Employer within ten (10) days upon completion of the work, providing that all obligations with respect to the programs have been paid.

Payments are due on the fifteenth (15th) day of the month following the month reported and are considered delinquent on the thirtieth (30th) day of the month following the month reported. Damages shall be assessed according to the Health & Welfare, Pension Plan and Annuity Fund Trust Document.

The Union shall refuse to refer men and shall withdraw men from any individual Employer who has not complied with the provisions of this Section and such refusal and/or withdrawal will not constitute a violation of this Agreement.

#### **ARTICLE 17**

##### **APPRENTICESHIP TRAINING CONTRIBUTIONS**

SECTION 1. Each Employer shall contribute one percent (1%) of the Base Wage Rate per hour worked by employees covered under this collective bargaining agreement into a fund to defray training costs and the expense of administration of a (Employer/Union) apprenticeship training program.

SECTION 2. Each employer shall contribute an additional six cents (\$.06) per hour worked by employees covered under this collective bargaining agreement into the Safety fund to provide funding and employee compensation for safety training as outlined in Article 28, Section 23, and to provide safety training classes as part of this apprenticeship training program. These funds shall be accounted separately under the supervision of the Joint Apprenticeship Committee of Local No. 172. The parties to this collective bargaining agreement expressly recognize that monies already in this separate fund on the effective date of this collective bargaining agreement may be used for any of the purposes specified in this section.

SECTION 3. Forms will be furnished and may be used as the fourth and fifth copies of the Benefit & Pension Report. Payments are to be made by the fifteenth (15th) of the month following the month in which the time is worked. If payments are not made by the thirtieth (30th) of the month following the month in which the time is worked, the Union shall remove their members until such payments are made. Checks should be made payable to the Ironworkers Local Union No. 172 Apprenticeship Training Fund and mailed to 2867 S. High Street, Columbus Ohio 43207.

SECTION 4. The said Apprenticeship Training Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives from the Employers and the Union, which Agreement and Declaration of Trust shall conform to all requirements of law. A copy of the said Agreement and Declaration of Trust, together with any amendments thereto shall be considered as part of this Agreement as though set forth here at length.

SECTION 5. Apprentices shall be hired and transferred in accordance with



the apprentice provisions between the Employer and the Union. On structural work, one (1) apprentice may be employed to every four (4) journeymen; on rod work, one apprentice may be employed for every three (3) journeymen. On all finishing, steel sash, stairway and ornamental work, one (1) apprentice may be allowed for every one (1) journeyman. One (1) apprentice may be employed for every sheeting gang.

#### **ARTICLE 18 REPORTING TIME**

SECTION 1. When an employee is ordered by the Employer or his representative to report for work and then through no fault of the employee is not put to work or employed for less than two (2) hours, the Employer shall pay him for two (2) hours time, weather permitting work, provided the employees remain on the job during the said two (2) hours. On jobs of more than two (2) hours duration, all employees shall be paid for the actual hours worked.

#### **ARTICLE 19 REPORTING TIME (SHOW-UP TIME)**

SECTION 1. On all jobs outside of Franklin County and contiguous counties, two (2) hours shall be paid for reporting time regardless of the weather conditions at the stipulated rate, provided, however, the men remain on the job two (2) hours or are sent home by their foreman or the Contractor.

SECTION 2. On all jobs in Franklin County and contiguous counties, one (1) hour shall be paid for reporting time regardless of weather conditions at the stipulated rate, provided however; the men remain on the job one (1) hour or are sent home by their foreman or the Contractor.

SECTION 3. On all work being performed on Sunday or holidays, show up time shall be paid at the double time rate. On all work being performed on Saturday, show up time shall be paid at the time and one-half rate.

SECTION 4. On request by the Contractor to hire an ironworker for one day, the Ironworker will be paid on a two (2) hour, four (4) hour, and eight (8) hour basis.

SECTION 5. When the Contractor or the Employer's representative or steward on the job calls the Ironworkers Union Hall for additional men, the man's pay shall start at the regular starting time the first day; providing the Ironworker arrives on the job in a reasonable length of time: (time to be agreed upon by the Contractor and Business Agent.) The second day and days thereafter, the man shall be required to be on the job at starting time or be paid from the time he begins work.

#### **ARTICLE 20 FOREMAN**

SECTION 1. When two (2) or more journeymen are employed, one shall be selected by the Employer to act as craft foreman and receive the appropriate rate of pay as specified in this article. When only one journeyman or apprentice Ironworker is employed and is required to assume responsibility for the work

performed, or read and interpret detailed drawings or plans, he shall also receive the appropriate foreman rate of pay. When a journeyman or apprentice Ironworker, on a job of any size, as a condition of employment is required to read detailed working drawings or plans and assume responsibility for the work performed or is required to direct or lead the work of other journeymen or apprentice Ironworkers, he shall be considered a foreman and be paid the appropriate rate of pay and receive all other guarantees as specified in this article.

SECTION 2. When an out of town Contractor brings in a foreman and the job requires another foreman, the second foreman will be a member of Local Union No. 172, providing he can perform the work. Thereafter every other foreman will be a local member.

SECTION 3. There shall be no restriction as to the employment of foremen or pushers. The Employer may employ on one piece of work as many foremen or pushers as in his judgment is necessary for the safe, expeditious and economical handling of the same.

SECTION 4. All foremen shall receive not less than one dollar and seventy-five cents (\$1.75) per hour over the journeyman rate as of June 1, 2013 and two dollars over journeyman rate as of June 1, 2014 per hour over the journeyman rate and shall be guaranteed forty (40) hours per week plus overtime on jobs where five (5) or more men are employed and where the job is five (5) or more days duration. The week is meant the Employers regular pay week and shall apply only to the first and succeeding full pay weeks. The foreman shall be available to the Employer during the full time for which he is paid even though the job is not in progress.

Note: On jobs using the standard four/ten (4/10) work schedule, the work week is Monday through Thursday. All foreman/general foremen shall receive the same guarantees as outlined in this section.

SECTION 5. Where fifteen (15) or more Ironworkers are employed, a general foreman shall be employed. He shall receive not less than two dollars and twenty-five cents (\$2.25) per hour over the journeyman rate as of June 1, 2013 and two dollars and fifty cents as of June 1, 2014 and be guaranteed forty (40) hours per week plus overtime.

SECTION 6. No foreman will be allowed to take the place of any journeyman Ironworkers on any overtime work providing the journeyman is qualified to perform the work.

SECTION 7. Unless mutually agreed upon between the local union and the Employer prior to such designation, an apprentice Ironworker shall not be designated a foreman, nor shall an apprentice Ironworker issue instructions to journeymen Ironworkers. Upon such agreed upon designation, said apprentice shall receive the appropriate journeyman's rate of pay plus the appropriate foreman's differential and all other guarantees due a foreman as specified in this article.

SECTION 8. The foreman is the only representative of the Employer who shall issue instructions to the workmen.

**ARTICLE 21  
PHYSICAL REQUIREMENTS**

SECTION 1. Employees shall not be prevented from securing employment as a result of physical examination.

SECTION 2. Upon request, the Union will provide to an Employer information, if known, regarding physical disabilities that prevent an employee from safely performing work duties. Employers and Union agree that no employee shall suffer discrimination on account of Race, Color, Creed, Age, Sex or National Origin and that no otherwise qualified employee shall suffer discrimination on account of a handicap.

**ARTICLE 22  
STRUCTURAL STEEL ERECTION  
& POWER OPERATED EQUIPMENT CREW SIZE**

SECTION 1. On any substantial structural steel erection project (two (2) floors or more) the crew shall consist of four (4) men and a foreman.

The erection of wall bearing bar joists or other wall bearing structural steel may be performed by a crew consisting of three (3) men and a foreman.

Pre-assembled roof or floor sections consisting of multiple bar joists or other structural shapes assembled and hoisted as a single unit shall be erected by a crew consisting of three (3) men and a foreman.

Structural steel erection requiring four (4) hours or less may be performed by a crew sufficient in size to safely perform such work provided such work is not performed piece meal in an effort to create such a condition.

No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used in the erection of structural steel.

SECTION 2. When power operated equipment is used to hoist building materials or when it becomes necessary in the operation of power operated booms or cableways to use a signal man, Ironworkers shall be employed, as provided for in the GREEN BOOK (Plan for Settling Jurisdictional Disputes for the Building Trades Department).

SECTION 3. Power Operated Equipment When power operated equipment is used to unload or hoist one truck load or less of reinforcing materials above or below the ground level or at ground level, or above or below any floor level, no less than two (2) men shall be employed.

SECTION 4. No less than three (3) men and a foreman shall be employed on ForkLifts except where by mutual agreement between the Employer representative and the Business Agent, a fewer number of men may be used to perform the work in a safe and expeditious manner.

*The Above Described Provisions Shall Be Enforced  
Consistent With The Intent Of Circular Letter No. 742 Dated  
April 13, 1972 As Printed Herein And Any Deviations Shall Be  
By Mutual Agreement Between The Union And The Employer.*

*However, At No Time Shall An Agreement On One Project Be Construed As To Mean The Same Agreement And Conditions Shall Exist Or Be Extended To Another Without Further Negotiation.*

#### **ARTICLE 23 HELICOPTER AGREEMENT**

There shall be a five (5) man crew when erecting or raising steel, heavy equipment, ventilators, roof frames, roof deck, etc. with a helicopter. The crew will include one foreman who shall be situated at the most advantageous point relative to safety and efficiency. When both points (supply and erection) are not clearly visible to each other, there shall be an additional radio signal man, whose sole duty will be to signal the copter for erection purposes. The rest of the men will be distributed to make up the crew for hooking on and erecting or landing. Face protectors and safety glasses shall be furnished by the Contractor. There shall be a minimum of one hundred and twenty-five (125) feet of cable on the helicopter winch for erection purposes. It shall be the Ironworker foreman's privilege at his discretion to have the winch, cable and all lifting harnesses checked for safety and replaced at his suggestion.

#### **ARTICLE 24 STACKS**

This Agreement is made and entered into this 6th day of September, 1968. The Unions and the Company hereby agree that the Company may use a composite crew for the construction of reinforced concrete chimneys based on the following:

1. The Unions agree that their men will work in a composite crew using sectional or jump forms, and that in so far as possible equal numbers of each of the three (3) crews will be used in the crew and in no case will the deferential in the number of men from each crew be more than one.
2. The composite crew will be used only on the construction of the concrete chimney shaft. Other work on the job, such as foundations, ladders, lightning rods, linings, and all of the other things that go into a chimney, but which are not the concrete shaft itself, will be built or installed along craft lines.
3. All men on the job will be paid strictly according to the rules and regulations of the agreements covering local Unions involved in the particular job.

#### **ARTICLE 25 STONE SETTING**

SECTION 1. The placing and operating of all derricks and rigging in connection with cut stone, precast stone or concrete, mosaic and rubble, or any substitute for the foregoing, on all buildings, structures, bridges and viaducts in the course of construction, alteration, addition or repair; also on all demolition jobs where the stone is hoisted on or off the wall with a derrick or crane.

SECTION 2. The rigging erecting of all swinging and temporary scaffolds



for settling, cleaning and pointing of cutstone, precast stone or concrete, mosaic or rubble or any substitute for the foregoing shall be the work of the Ironworker, and any re-hanging of the same shall be the work of the Ironworker.

SECTION 3. The handling and rolling of all cutstone, precast stone or concrete, mosaic or rubble or any substitute for the same at the job site shall be the work of the Ironworker. Also the loading or unloading of the same shall be the work of the Ironworker.

SECTION 4. All burning, welding and bolting in connection with the erection of precast concrete and similar material shall be the work of the ironworker.

SECTION 5. There shall be an Ironworker Signaller employed on setting stone or other similar material when power equipment is used.

SECTION 6. The above Article 25 is subject to trade agreements to which International Association is a party as well as declarations rendered by the National Impartial Disputes Board for the Settlement of Jurisdictional disputes.

## **ARTICLE 26 POURING CONCRETE**

Where precast, pre-stressed, reinforced concrete structural members (columns, beams, girders, slabs, etc.) are used in the construction of buildings, bridges and other structures and power equipment such as derricks, cranes, jacks and/or digging is used, work of loading, unloading, moving and placing to complete erection shall be performed by Ironworkers.

An ironworker will be used to straighten, tie or adjust steel rods when concrete is being poured but will not be required as a standby man.

An Ironworker will be used on reinforcing steel and wire mesh in roadways and sidewalks in connection with building construction.

Ironworkers will be used to lay wire mesh and paperback Steele and all other material when used to reinforce concrete on all types of building and other construction work. The pulling or raising of wire where necessary shall be the work of the Ironworker.

The Employer agrees not to assign or subcontract any work of the Union in regards to the reinforcing of poured concrete, to be performed at the job site of construction, on work covered by the collective bargaining agreement with Local Union No. 172, to any Contractor not in agreement with Local Union No. 172 or to any other labor organization. If the Union determines that the Employer is in violation of the above article, it may, take the following action.

1. The Union may terminate Agreement immediately.
2. The Union may need an injunction in any court of competent jurisdiction to restrain further violation of this Article 26 by the Contractor or his agents. This remedy shall be in addition to any other remedy, in law or equity.
3. If the Employer should violate this assignment or subcontract article, the nature of damage suffered by the Union, difficult to ascertain. The Employer will pay to the Union two hundred dollars (\$200.00) per day, each working day

the Employer is in violation of this Article. That nothing herein shall preclude the Union being able to affect any other remedy at law or equity including the obtaining of attorney fees and other cost of suit.

When an authorized Company representative request men for the work described above, and the Union is unable to furnish men, the above Paragraph does not apply.

#### **ARTICLE 27 WELDER'S HELPER**

SECTION 1. The Employer will assign Ironworker Helpers to assist welders as needed to safely and efficiently perform the work assigned. Apprentices may be utilized as Welder's Helpers within the established ratios of Article 17, Section 5. The Welder's Helper may also be utilized as a Fire Watch as required by job conditions.

SECTION 2. A helper shall not be required when welding floor deck, precast concrete or ornamental iron.

#### **ARTICLE 28 SAFETY PROVISIONS**

SECTION 1. When the use of hand signals during steel erection, rigging or the hoisting of materials becomes unsafe, impractical or when direct visual contact with the crane or hoist operator is impaired, an Ironworker will be utilized as a separate signalman to either relay hand signals or operate hand held radio or telephone signaling devices.

SECTION 2. The Employer agrees to maintain all equipment in a safe working condition. The Employer agrees to make all reasonable provisions for the health and safety of his employees at all times during the hours of employment and all employees shall use safety equipment provided by the Employer, failure to comply will subject employees to immediate dismissal without recourse.

SECTION 3. No employee shall be obligated by the terms of this agreement to use any equipment or vehicle not in safe operating condition and not equipped with all safety appliances required by law.

SECTION 4. No employee shall be required to work nor shall any employee be discriminated against for refusing to work with equipment that is unsafe, or under conditions that are determined unsafe by the majority of employees on the job, or failure to comply with all State and Federal safety laws.

SECTION 5. Under no circumstances shall an Employer request Ironworker employees to work around any type rig where the boom of such rig will at any time in the work operation come nearer or within ten (10) feet to any high voltage power line, until the proper safety precautionary measures have been taken to cover said power lines in manner to avoid contact of the boom with the power line.

SECTION 6. Working floors upon which derricks are set must be covered tight with suitable planking or netting over entire floor except where openings are left for ladders. No more than two (2) floors or a maximum of twentyfive (25) feet

shall remain open or uncovered and all such floors shall be planked or netted and within a minimum radius of ten (10) feet.

SECTION 7. Where iron is landed on the floor or any point of a structure under construction, all connections shall be fully fitted up and tightened and substantial support provided to safely sustain such added weight.

SECTION 8. No employee shall be permitted to ride the load or load fall, except in the case of inspection, and erection, and dismantling of derricks.

SECTION 9. Proper practical safe housing, casing or tube, shall be provided for any and every means, method, appliance or equipment employed to transmit or give signals, direction work or operating of any and various devices in connection with work being done by employees.

SECTION 10. Steel cable will be used instead of chains or hemp slings.

SECTION 11. No employee will be permitted to work in an elevator shaft while car is in operation. The first floor beneath and the first floor above men working shall be planked safe in all elevator shafts.

SECTION 12. The steward, when observing or being informed of a potential hazard on the project, shall inform the foreman of said hazard. If the reported hazard is not remedied to comply with state and federal codes, the steward shall promptly report the hazard to the Union. Unless qualified and designated by the employer, the Steward shall not act as the employer's safety person.

SECTION 13. Any Employer employing forty (40) men or more on any one job the steward will be assigned a job which gives him an opportunity to circulate about his Employers operation and will not be restricted to one crew or gang. This is not to imply that there will be any limitations on the amount of work to be performed by the steward on behalf of the Contractor.

SECTION 14. On all bridge jobs being constructed over rivers the Employer shall designate a structural ironworker with able swimming ability as safety man. If the Contractor has two or more Ironworkers working in the river bed in the work area he will not be required to employ an Ironworker for the purpose of safety man only but this man may be assigned to other work provided it does not require him to leave the area while Ironworkers are working overhead. The Contractor will furnish the safety man with a boat suitable for patrolling the water area beneath the workmen.

SECTION 15. No employee shall be permitted to weld, burn, grind or chip, unless equipped with the proper safety devices to perform such work.

SECTION 16. In ditches or open excavations, the safety provisions of the Ohio State Safety Code and the Federal Safety Code shall apply.

SECTION 17. An obligation imposed upon and accepted by the Employer is the compliance, with the Ohio State Worker's Compensation Insurance Law, Specific Safety Requirements of the Industrial Commission of Ohio Relating to Construction, Federal Security Agency, Social Security Board and the Bureau of Employment Services.

SECTION 18. Structural steel with Nelson Studs or other types of concrete anchors welded or fastened to the walking surfaces of the beams will not be erected in the jurisdiction of Ironworkers Local Union No. 172. Nelson Studs or other types of anchors on the walking surfaces of the beams must be installed by Ironworkers after the beams are erected.

SECTION 19. When hand signals for cranes, derricks, hoists and cableways used on work under the jurisdiction of Local Union No. 172 are needed such signaling is to be done by an Ironworker.

SECTION 20. When an Ironworker is directing the movements of a crane or other rigs via hand signals, he must have an unobstructed view of the Operator, as well as, all boom, swing and load movements. In the event that a clear and complete view is not available, a second Ironworker signalman shall be utilized.

SECTION 21. When working on crane runways, under operating conditions, rail stops, lights or flags should be placed between workmen and operating crane. If conditions do not permit such safety precautions, one or more ironworkers will be provided to protect the workmen.

SECTION 22. The Employer shall provide or pay for the following safety equipment: HARD HATS, WELDING GLOVES, WELDING JACKET or SLEEVES, WELDING HOOD WITH APPROPRIATE LENSES, BURNING GOGGLES, SAFETY GLASSES, GRINDING SHIELDS, and such SAFETY BELTS or HARNESES as required for the employee's safety and protection. All safety equipment shall comply with applicable OSHA standards. Such equipment shall remain the property of the Employer. The Employer reserves the right to require the employee to sign an agreement to return all Employer supplied safety equipment in good condition (absent normal wear and tear). If the equipment is not returned as required, the Employer may deduct the replacement cost from the employee's paycheck. When as a condition of employment, SAFETY (STEEL-TOED) BOOTS are required, the Employer shall reimburse each employee (not to exceed \$100.00 annually) for the cost of such safety boots.

SECTION 23. Recognizing the moral obligation of the union and the legal duty of the employer to provide a safe work place, both parties agree to implement safety training as the need arises. Individuals receiving such training shall receive compensation for their time. This compensation and any other costs associated with the implementation of such training shall be borne by a safety training fund as outlined in Section 2, Article 17 of this agreement.

As part of its obligation to provide trained applicants the union agrees to continue its efforts to encourage safety education. All members of Local Union No. 172, being referred to work under this collective bargaining agreement will complete training in the following areas:

**OSHA TEN-HOUR COURSE  
CPR - FIRST AID  
OSHA REGULATIONS**

It shall be understood that as part of its obligation to provide a safe work place the Employer will actively encourage participation in all applicable safety training by all employees covered by this collective bargaining agreement and shall thru its representatives on the Apprenticeship Committee require all current and future apprentice members of Local Union No. 172 to receive such training as part of the regular classroom course work associated with their apprenticeship.

Employee education that is compliant with the Ohio Bureau of Workers' Compensation Drug Free Workplace Program as created by Executive Order 92-65V shall be conducted and funded under the terms and conditions of this section.

All other individuals regardless of local union affiliation being referred for employment under this agreement shall be eligible to enroll in any safety training program conducted under the terms of this section.

**ARTICLE 29  
FINISHER'S TOOLS**

SECTION 1. Employees employed on ornamental work shall furnish for their own use all necessary hand tools to enable them to effectively install such work. Expendable tools broken on the job shall be replaced by the Employer. The employee will be responsible for his nonexpendable tools. No employee shall be held responsible for the loss of the Employer's tools or equipment in his charge:

All ornamental Ironworkers will have the following tools in their possession:

**EXPENDABLE**

Hacksaw Blades	Drill bits up to 3/8"
Hammer Handle	Taps
Plumb Bob & Line	6-ft. Rule

**NON-EXPENDABLE**

Ratchet & Socket up to 1/2 Inch Open End	50 Foot Tape
Wrenches up to 3/4 Inch	8 Inch Pliers
12 Inch Combination Square	Divider
12 Inch Crescent Wrench	Drift Pin
Rubber or Rawhide Mallet	6 Inch Screw Driver
1 1/2 Lb. Ball Peen Hammer	8 Inch Screw Driver
12 Inch Hacksaw	12 Inch Screw Driver



Cold Chisel  
24 Inch Level  
Scriber

Offset Screw Driver  
Tap Wrench  
Center Punch

*All structural Ironworkers will have in their possessions the following tools:*

### STRUCTURAL WORK AND MACHINERY MOVING

- |                             |                             |
|-----------------------------|-----------------------------|
| 1 4 or 6 lb. sledge hammer  | 1 50 Foot Tape              |
| 1 12 Inch Crescent Wrench   | 1 $\frac{3}{4}$ Spud Wrench |
| 1 Belt and Bolt Bag         | 1 6 Foot Rule               |
| 1 $\frac{3}{4}$ Spud Wrench | 1 Bull Pin                  |

### SHEETING WORK

- |  |                           |
|--|---------------------------|
| 1 12 Inch Hacksaw  | 1 Pr. R H Metal Masters   |
| 1 24 Inch Level  | 1 Pr. L H Metal Masters   |
| 1 6 Foot Rule  | 1 Pr. #5 Bulldog Shears   |
| 1 50 Foot Tape   | 1 10 Inch Crescent Wrench |
| 1 Scriber  | 1 8 Inch Pliers           |
| 1 Divider  | 1 6 Inch Screw Driver     |
| 1 Cold Chisel  | 1 8 Inch Screw Driver     |
| 1 Ball Peen Hammer   | 1 12 Inch Screw Driver    |
| 1 12 Inch Combination Square                               | 1 Offset Screw Driver     |
| 1 Ratchet & Socket Wrenches<br>( $\frac{1}{2}$ Inch Drive) | 1 Plumb Bob & Line        |
|  | 1 Center Punch            |

**Rod Work:** 1 25-foot tape measure • 1 Reel & Belt • 1 Pair Pliers

SECTION 2. At the Contractor's option, he may require any workman to sign out for personal tools such as hard hats, safety belts, which the employee will retain while in the company's employ. The workmen shall return such items upon the termination of his employment and upon failure to do so the Contractor may deduct the actual cost of such items from the workman's paycheck. It is further understood that a safe place will be provided where workmen may leave hard hats, safetybelts, and personal belongings overnight or during other nonwork hours.

SECTION 3. Portable electric hoists, which are used four (4) hours or less per day, are tools of the trade.

**ARTICLE 30  
SHIPPING EMPLOYEES**

SECTION 1. Employees shipped to jobs or work out of the jurisdiction of the local Union shall receive transportation, traveling time and expenses, providing they remain on the job, thirty (30) days or until the job is completed, if it requires less than thirty (30) days. Employees shipped to a job and not put to work, weather permitting, or the job is not ready for them to go to work, shall be paid the regular wage rate for such time, or such employees shall be shipped back to the shipping point with time and transportation paid by the Employer.

SECTION 2. Each individual journeyman or apprentice Ironworker referred from the local union to a job site within the jurisdiction of Ironworkers Local No. 172 and then transferred to a job site beyond the boundaries of those counties listed in Article 4, Section 1, shall receive a minimum of thirty (30) dollars per diem, payable as a separate expense allowance to cover the added cost associated with working beyond the jurisdiction of the local union.

SECTION 3. Any exceptions to Section 2 shall be subject to negotiation and agreement between Local 172 and the Employer.

**ARTICLE 31  
BUSINESS REPRESENTATIVE**

SECTION 1. The Business Representative of the Union shall be permitted to visit all jobs, but will in no way interfere with the progress of the work.

**ARTICLE 32  
JOB STEWARD**

SECTION 1. There shall be a steward on each job who shall be appointed by the Business Agent. He shall keep a record of workers laid off and discharged and take up all grievances of the job and try to have same adjusted, and in the event he cannot adjust them he must promptly report that fact to the Business Agent who shall report same to the proper officer of the Union so that efforts can be made to adjust any matter without a stoppage of work. He shall see that the provisions of these working rules are complied with and report to the Union the true condition and facts. All accidents and injuries shall be promptly reported to the steward. The steward shall, with the knowledge of the employer's representative, accompany or transport the injured ironworker as the case may require to the nearest medical facility and if necessary thereafter to their home without any loss of time. The steward shall report the accident or injury to the Union and the Employer. The steward shall not have authority to cause a work stoppage on any job of fair Employer. A steward failing to fulfill his duties shall be subject to censure by his Union and also subject to a penalty upon conviction on charges provided for in the International Constitution.

SECTION 2. All reasonable effort shall be made by the Employer or his Representative to employ the Steward during all times that work covered by this Collective Bargaining Agreement is progressing. This section shall also

entitle the Steward to be included in all overtime that does not require the replacement of another worker. The Employer agrees that the job steward will not be discharged until after proper notification has been given to the Union and, further, when employees are laid off the job, the steward will be the last man laid off providing he is capable of performing the work in question.

SECTION 3. When forty (40) men or more are employed on an individual job by an individual Employer, the steward shall be guaranteed forty (40) hours per week. The steward shall be available to that Employer during the full time for which he is paid even though the job is not in progress. In the event the steward leaves the job for any reason, he shall appoint a temporary steward to act in his capacity until he returns.

SECTION 4. Each Employer primarily engaged in machinery moving and employing five (5) or more Ironworkers shall have a company steward who shall assume the responsibility outlined in Section 1, 2, 3 of the above.

SECTION 5. The job steward's duties shall not include the hiring, referral or termination of employees. The job steward shall not be employed in a position that would under the terms of this agreement, describe a foreman or general foreman.

### **ARTICLE 33 PROTECTION OF UNION PRINCIPLES**

SECTION 1. The removal of journeymen Ironworkers and apprentices from a job in order to render legal assistance to other local unions to protect union principles shall not constitute a violation of this Agreement, provided such removal is first approved by the General Executive Board and notice thereof is first given to Employer involved.

### **ARTICLE 34 SUBCONTRACTING**

SECTION 1. The territorial and occupational jurisdiction of the Union, as stated in this agreement, shall be recognized to the end that the Employer shall not subcontract or contract out such work nor utilize on the job site the services of any other person, company, or concern to perform such work that does not observe the same wages, fringe benefits, hours and conditions of employment as enjoyed by the employees covered by this agreement.

SECTION 2. The Union agrees that it will not furnish employees to any one not signatory to any agreement with the Union.

SECTION 3. The Union, recognizing the burden that inflexibility can place on contractors in the construction industry, shall consider amendments or adjustments to this article to address extenuating circumstance that may preclude a signatory contractor's ability to contract and perform work in compliance with this Article. Any amendments or adjustments shall apply only to such project(s) as agreed upon and shall not grant a waiver of this Article without prior negotiation to any other project(s). Although a contractual relationship defining terms and conditions of employment may not be established by such an



amendment, a craft jurisdictional claim is maintained and the payment of such prevailing wages shall be observed.

## **ARTICLE 35 WORKING CONDITIONS**

SECTION 1. Each job of sufficient duration and size to justify same shall be provided with a shed or room for the employees to change their clothes and keep their tools. Such shed or room shall be heated between October 1 and May 1.

SECTION 2. Sanitary Port-O-Lets, KemJohns or equivalent facilities shall be provided by the Employer on Jobs of sufficient duration and size to justify them. They shall be maintained in a useable sanitary condition and when such portable toilets are provided by the general contractor or another subcontractor as part of the general trade's contract on a particular project, their sanitary maintenance shall be addressed by the Employer to the appropriate provider.

SECTION 3. No ironworker shall be permitted to furnish or rent to his Employer any equipment used in connection with Ironworkers work, such as welding machines, cutting torches, impact wrenches, power grinders, power tools, pickup trucks, hoisting equipment or similar equipment in a category recognizably larger than conventional handtools. Also, he shall not be required to use a personally owned automobile or truck for moving, transporting, or delivering material, merchandise or equipment for the Employer.

SECTION 4. There shall be no limitation placed on time amount or work to be performed by any workman during working hours.

SECTION 5. When tools or clothing are stolen or destroyed while in the Employer's tool sheds or tool box, the Employer shall be responsible when employee gives the Employer a list of tools and clothing prior to date tools or clothing are stolen or destroyed. After such a loss a notarized statement verifying loss of those tools or clothing may be required.

SECTION 6. When tools are to be checked out and in, it shall be done during working hours.

SECTION 7. The Employer shall furnish suitable drinking water and paper cups on the Job site no later than one hour after starting time. Ice water shall be furnished from May 1 to October 1.

SECTION 8. There shall be a ten-minute (10) coffee break taken at mid-morning of the working hours. There shall be no afternoon coffee break when working on regular shift work. Only one Employee shall be permitted to leave the Job site to procure coffee or other nonalcoholic beverages during working hours, traveling not more than 500 yards. In the event a catering truck visits the job site, one man will be designated to go to said truck for all employees. At no time shall entire crews leave their work stations. If above conditions cannot be met, employees must furnish their own coffee or other nonalcoholic beverages.

SECTION 9. All scheduled shifts in EXCESS of eight (8) hours shall require a second coffee break. It shall be scheduled at mid-afternoon and conducted under the same provisions as Section 8.

It shall be a violation of this agreement for individuals to negotiate with the Employer a "trade" of this coffee break for an "early quit".

#### **ARTICLE 36 DECLARATION OF PRINCIPLES**

The selection of craft foreman or craft general foremen, over workmen of the respective crews, shall be entirely the responsibility of the Employer.

The welding torch is a tool of the trade having Jurisdiction over the work being welded. Craftsmen using the welding torch shall perform any of the work of their trade, and shall work under the supervision of the craft foreman.

There shall be no limit on production of workmen or restriction of the full use of proper tools or equipment and there shall not be any task or piece work.

Jurisdictional disputes shall be settled in accordance with the procedure established by the Building Trades Department of the AFL-CIO or in special cases as agreed and established by two or more International Unions without interruption of work or delay to the job.

Slowdowns, forcing of overtime, spread work tactics, standby crews and featherbedding practices have been and are condemned.

Stewards shall be qualified workmen performing work of their craft. There shall be no non-working stewards.

There shall be no strikes, work stoppages, or lockouts during the processing of any grievances or disputes in accordance with the manner prescribed in the local or national agreement.

There shall be no restriction of the use of any raw material, except prison made.

No person except those representing the Employer shall have the right to interfere with workmen during working hours.

In accordance with the terms of this agreement the use of apprentices shall not be prohibited.

An obligation imposed upon and in so far as possible, accepted by the Union as being properly its own, is the availability at all times in so far as possible during the life of the Agreement of sufficiently skilled workmen, capable of performing the work of this trade and to constantly endeavor to improve the ability of such workmen and further to have in the making, through apprenticeship training, workmen who can enter this trade properly equipped to perform the work. The employment of as many apprentices as is reasonable and practical shall be encouraged.

#### **ARTICLE 37 CONTRACTORS**

SECTION 1. At the request of Local Union No. 172, the Associations that are a part of this Agreement shall furnish a list of contractors who have given Power of Attorney to said Associations to bargain on their behalf.

## **ARTICLE 38 SETTLEMENT OF DISPUTES**

**SECTION 1. Grievances.** Should differences arise between the Employer and the Union as to the meaning and application of the provisions of this Agreement or should differences arise about matters not specifically mentioned in this Agreement, there shall be no suspending of work or lockout on account of such differences. An earnest effort shall be made to settle such differences immediately and in the following manner.

There shall be an Arbitration Committee of three (3) members of the Contractor Association and three (3) members representing Ironworker Local Union 172 selected by their respective organizations. The duties of the Joint Arbitration Committee shall be mutual consideration and settlement of all disputes that may arise. The Joint Committee will appoint a Chairman and a Secretary. The Secretary shall keep minutes of each meeting.

The Committee shall meet at the call of the Chairman or Secretary within seventy-two (72) hours exclusive of Saturdays, Sundays and holidays.

In the event no agreement has been reached and the Joint Committee is deadlocked, the question at issue shall be referred to a disinterested arbitration board. The board shall be selected as follows: One (1) member chosen by the Employer, One (1) selected by the Union and the two (2) selected shall choose the third (3) member.

Pending consideration of any question referred to the Joint Arbitration Committee or pending a decision of the Joint Arbitration Board provided in this Article, it is expressly understood that there shall be no strikes or lockouts or stoppages of work of any kind ordered or permitted against any member of the parties hereto.

**SECTION 2.** The Joint Arbitration Committee or the Joint Arbitration Board shall have jurisdiction over all questions involving the interpretation and application of any section of this agreement. They shall not, however, be empowered to handle negotiations for the new agreement, changes in the wage scale, or jurisdictional disputes.

**SECTION 3.** Each party shall individually pay the expenses of the arbitrator it appoints and the two parties shall jointly share the expense of the third arbitrator.

## **ARTICLE 39 STRIKES AND LOCKOUTS**

**SECTION 1.** It is mutually agreed that there shall be no strikes or lockouts except for the refusal of either party to submit to arbitration as herein provided or failure on the part of either party to carry out the award of the Board of Arbitration, or failure on the part of the Employer to render the required reports and make the required payments to (a) Ironworkers District Council of Southern Ohio and Vicinity Benefit Trust or (b) Ironworkers District Council of Southern Ohio and Vicinity Pension Trust or Ironworkers District Council of Southern Ohio and Vicinity Annuity Trust.

SECTION 2. Every facility of each of the parties hereto is hereby pledged to immediately overcome any such situation; provided, however, it shall not be a violation of any provision of this agreement for any person covered by this agreement to refuse to cross or work behind the legal picket line of any affiliated Union which has been authorized by the International for that Union, the Central Labor Council or Building and Construction Trades Council.

#### **ARTICLE 40 SCOPE OF AGREEMENT**

SECTION 1. This Agreement contains all of the provisions agreed upon by the Employers and the Union. Neither the Employers nor the Union will be bound by rules, regulations or agreements not herein contained except interpretations or decisions of the Board of Arbitration.

#### **ARTICLE 41 LETTERS**

It is agreed that all Contractors who are parties to this Agreement and employ Ironworkers in the jurisdiction of Local Union No. 172 will furnish Local Union No. 172 with signed letters on letterhead of the Employer, stating that they have employed Ironworkers and paid the negotiated scale of wages on any and all jobs which the Employer has performed with Ironworkers, with reasonable promptness upon receipt of request.

For purposes of jurisdictional assignment, Employers signatory to this agreement shall at the request of the Union provide a signed letter describing in detail the work performed by members of this Union in their employ and shall provide any other material such as drawings or photographs not subject to any trade secret agreements that would be useful or necessary to establish or maintain jurisdictional claims of this Union.

#### **ARTICLE 42 CONSTRUCTION ADVANCEMENT PROGRAM**

Construction Advancement Program of Central Ohio (Industry Advancement Fund). Employers subject to the terms of this Agreement who employ Ironworkers and apprentices within the jurisdiction of Local Union No. 172 shall abide by all terms and conditions of the Construction Advancement Program (Industry Advancement Fund), which is as follows:

(A) The Employers have established a program to promote the common good of the construction industry which may include but not necessarily restricted to the study of and service of: (1) Safety and Accident Preventions, (2) Continuing Education, (3) Market Development, (4) Public Relations and Services, (5) Labor Relations and Personnel Practice, (6) Protection of Legitimate Markets, and (7) Industry Relations and Public Education.

(B) The Employers have established the Construction Advancement Program by a Declaration of Trust dated November 14, 1968, a copy of which



is available for inspection by the parties at the office of the Trustees thereof at 1775 Northwest Boulevard, Columbus, Ohio and which is included herein by reference and made a part thereof. Each Employer covered by this Agreement shall pay four cents (\$.04) for each hour worked by each journeyman, apprentice, or other employee within the bargaining unit to the Construction Advancement Program of Central Ohio (Industry Advancement Fund). For all overtime hours the Construction Advancement Program of Central Ohio (Industry Advancement Fund) shall be paid at the overtime rate (hours paid).

(C) The consideration of this Agreement is as follows:

1. Recognition by the parties of the need for providing the means whereby the Employer can facilitate and supplement the financing of its Collective Bargaining, contract maintenance and other activities.

2. Obligations assumed by the Employer to withhold, collect and forward monies from the pay of its employees for the benefit of its employees in Welfare Funds, Pension Funds, etc.

3. Obligations assumed by the Employer to pay, collect and forward monies for the Apprenticeship Training Fund.

Payments to this Program shall be in accordance with instructions on forms furnished by the Ironworkers Local #172. The Program is to be administered for the purpose set forth in Section (a) of Article 42 and in accordance with the terms of said Declaration of Trust.

The monthly contribution period and report shall end and include the last full weekly pay period of the month. Payment and reports for contribution period shall be mailed or delivered to the Program Office or authorized collection point, on or before the 15th day of the following month. Payments postmarked or delivered after the 15th day of the following month shall be subject to an additional charge of not more than ten percent (10%) per month until paid, to reimburse the Construction Advancement Program of Central Ohio (Industry Advancement Fund) for damages due to additional administrative expense, impairment of reserves and costs of collection arising from late payment.

There is specifically excluded from the purpose of the Construction Advancement Program of Central Ohio (Industry Advancement Fund), the right to use any of its funds for lobbying in support of anti-labor legislation and/or to subsidize Contractors during a period or periods of work stoppages or strikes. The administration of the Construction Advancement Program of Central Ohio (Industry Advancement Fund) shall comply with all present and future Federal Laws governing same.

#### **ARTICLE 43 IMPACT FUND**

SECTION 1. In addition to the per hour wage rate, the Employer shall contribute an additional three quarter of one percent ( $\frac{3}{4}\%$ ) of the existing wage rate to Ironworker Management Progressive Action Cooperative Trust (IMPACT), a jointly trusted Cooperative Trust with federal tax exempt status under Section 501 (a) of the Internal Revenue Code as an exempt organization under Section

501 (c) (5) of the Internal Revenue Code. The general purposes of the Trust include the improvement and development of the Ironworker Industry through Education, Training, Communication, Cooperation and governmental lobbying and legislative initiatives.

The reporting, payment, frequency of payment and administration of such contributions shall be governed by the terms of the IMPACT Trust agreement, policies and resolutions.

The three quarter of one percent ( $\frac{3}{4}$  of 1%) contribution shall be in lieu of any and all contractual requirements for contributions to the National Ironworkers and Employers Apprenticeship Training and Journeyman Upgrading Fund and the Institute of the Ironworking Industry. In addition, the Union and Employer agree that by making contributions to IMPACT each of them shall become bound to IMPACT's Drug and Alcohol Screening Policy and Procedure or equivalent program and any amendments or modifications thereto.

#### **ARTICLE 44 INTERNATIONAL IRONWORKERS ORGANIZING FUND**

In accordance with action taken by the delegates at the 42<sup>nd</sup> International Convention, Article XVI, Sources of Revenue of the International Constitution was amended to read: "Sec. 2d. Each Outside and Regional Local Union shall pay an International Supplemental Per Capita Tax of one-quarter of one percent ( $\frac{1}{4}$  of 1%) of the applicable hourly journeyman wage rate for each hour worked per member per month to the International Ironworkers Organizing Fund. The disbursements from this Fund shall be approved by the General President, disbursed through the General Treasurer's Office, and shall be used solely for the purpose of meeting the financial requirements of organizing the unorganized and for no other purpose."

#### **ARTICLE 45 SAVINGS CLAUSE**

SECTION 1. Should any part of or any provision herein contained be rendered or declared invalid by reason any existing or subsequently exceed legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof; provided, however, upon such invalidation the parties signatory hereto agree to immediately meet to renegotiate such parts or provisions affected.

SECTION 2. The remaining parts or provisions shall remain in full force and effect.

#### **ARTICLE 46 DURATION AND TERMINATION**

This agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of May 31, 2018 except as noted herein for an individual Employer, and unless written notice be given by either party to the other at least four (4) months prior to such a

date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this agreement with any amendments thereof shall remain in effect from year to year thereafter, subject to termination at the expiration of such contract year upon notice in writing given by either party to the other at least four (4) months prior to the expiration of such contract year. Any such notice as here in above provided for in this article, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this agreement at such time.

An individual Employer may terminate this agreement by notifying the other party, in writing, four (4) months prior to May 31, 2014 or the anniversary date of this contract (May 31, 2017) of his intent to modify and/or terminate this agreement following which this agreement shall terminate as of May 31, 2014 or the anniversary date of this contract (May 31, 2017) for that Employer only.

If a state or federal law is passed that affects this Agreement, the signatory parties, by mutual agreement, may meet to discuss such affected provisions of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the date and year first above written, in the city of Columbus, State of Ohio.

**FOR LOCAL UNION NO. 172**

Of the International Association of Bridge, Structural,  
Ornamental and Reinforcing Ironworkers

James V. Bosworth  
John Burns, II  
Stephen A. Seymour  
Timothy L. Breitfeller

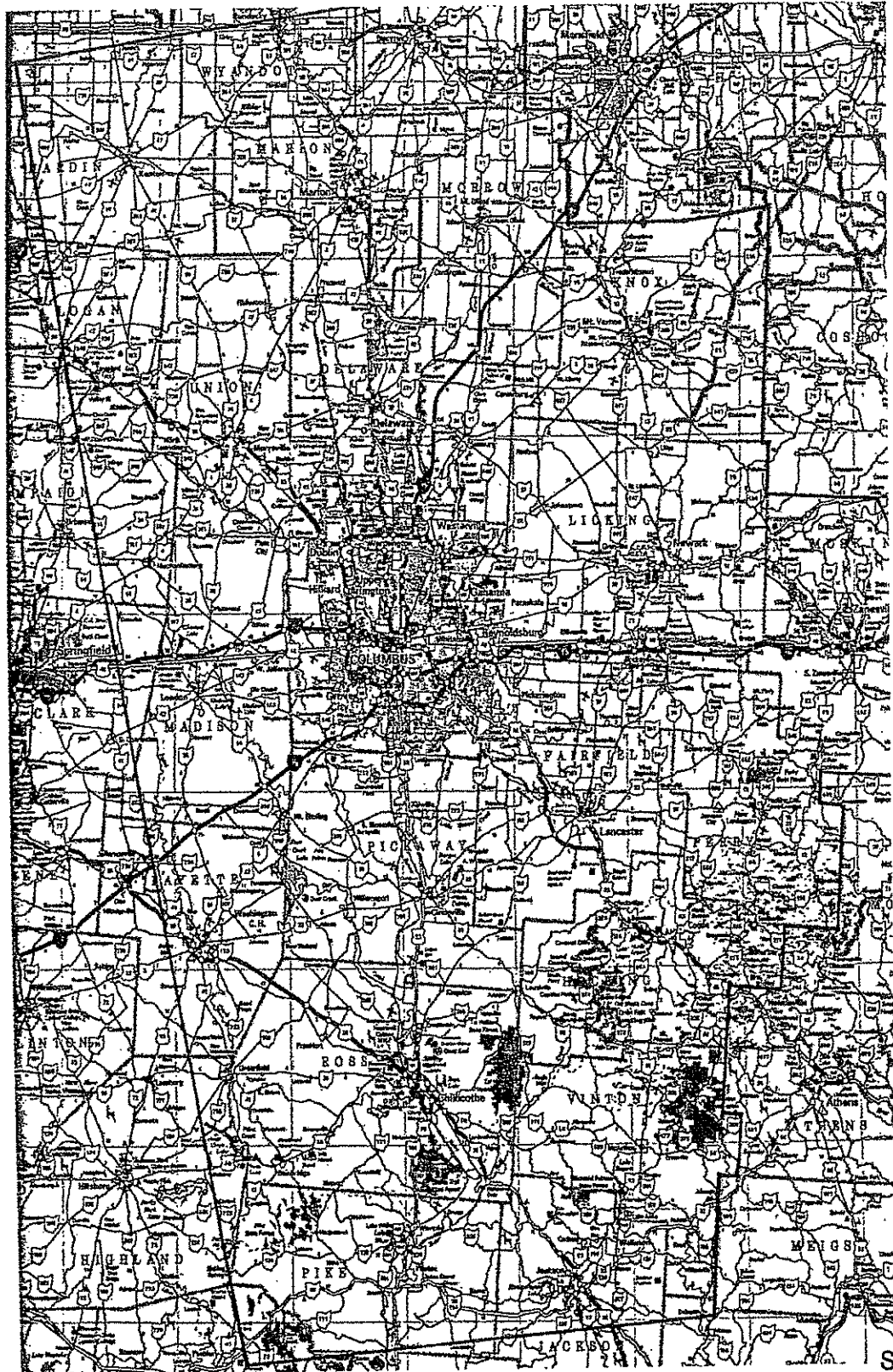


**FOR THE EMPLOYER:  
CENTRAL OHIO AGC**

Richard J. Hobbs  
Craig Wanner  
Ken Gonya  
Daniel Powell







SOF0001448

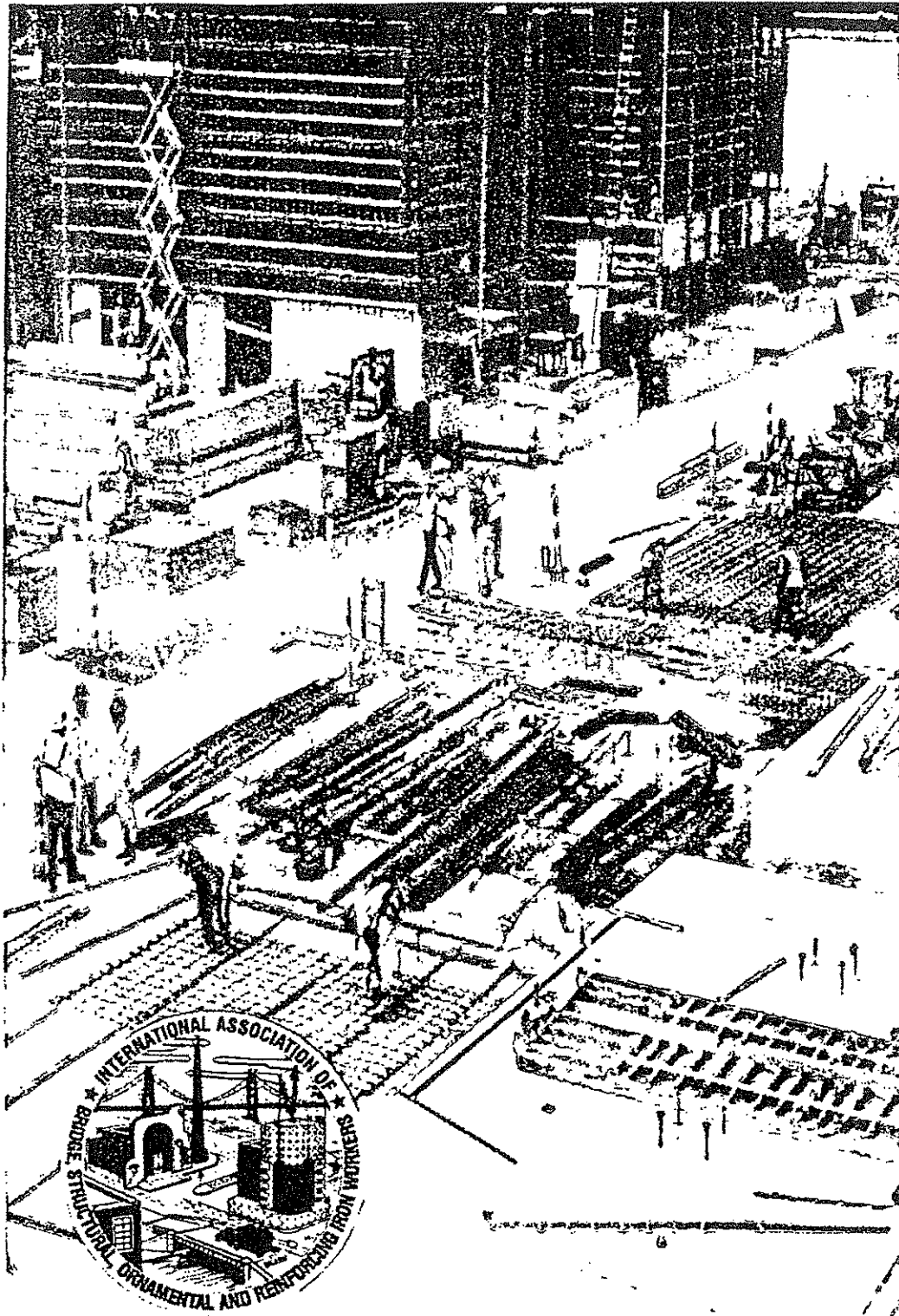
**WAGE AND FRINGE FUND RATES  
EFFECTIVE JUNE 1, 2013**

Journeyman Ironworker	\$ 27.67 per hour
Foreman	29.42 per hour
General Foreman	29.92 per hour
Pension	8.60 per hour
Health and Welfare	6.20 per hour
Annuity	2.55 per hour paid
Apprentice Fund	1% of existing wage rate
Safety Training Fund	.06 per hour
Industry Advancement Fund (AGC)	.04 per hour
I.P.A.L.	\$ .02 per hour
IMPACT FUND	1% of existing wage rate

**DEDUCTED:** Dues Check Off 5% of Gross Wages

**Wages & Benefits will be determined from increase**

EFFECTIVE June 1, 2014	\$1.00 increase
EFFECTIVE June 1, 2015	\$ .90 increase
EFFECTIVE June 1, 2016	\$ .90 increase
EFFECTIVE June 1, 2017	\$ .90 increase



SOF0001450

**CIRCULAR LETTER NO. 742**

April 13, 1972

FROM: International Association of Bridge,  
Structural & Ornamental Ironworkers

TO: ALL AFFILIATED OUTSIDE ERECTION  
LOCAL UNIONS

**CIRCULAR LETTER NO. 742**

Dear Sirs and Brothers:

Due to the many inquiries received from our affiliated outside erection local Unions relative to classification of Paragraph A, Section 14 of the General Working Rules of the International Association of Bridge, Structural and Ornamental Ironworkers captioned "Ironworkers Required on Guy and Stiff Leg Derricks" it has been decided that this letter of clarification be directed to all outside erection local Unions in order to eliminate any future misunderstandings.

*Paragraph A, Section 14 states as follows:*

"No less than six (6) men and a foreman shall be employed around any guy or stiff leg derrick used on steel erection and, on all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The clarification requested deals with the portion of the above quoted section, which states as follows:

"On all mobile or power operated rigs of any description no less than four (4) men and a foreman shall be employed."

The above quoted section provides for the number of men to be used on a guy or stiff leg derrick and on all mobile or power operated rigs when such equipment is used on steel erection. On all other work operations coming under the jurisdiction of this International Association on where members of this Association are employed a sufficient number of men will be employed in order that the work involved can be performed in a safe and expeditious manner. This means the Employer will not be required to use four (4) men and a foreman on work operations not requiring this number of men. It also means that on rigging



or unloading operations where more than four (4) men and foreman required, such additional members will be employed.

Acknowledging the technological changes in methods of installation and new materials that have occurred in recent years and in order to protect the work opportunities of our members on all work coming within the jurisdiction of the Ironworker trade, it is absolutely mandatory that we utilize the greatest weapons available. These weapons are the skills of our membership, production, uniform conditions, etc.

It is of the utmost importance that the officers and members of this International Association exercise good judgment in determining the proper number of members to be used on certain work operations where mobile or power operated rigs are used. The safety of the members employed must be considered as well as the possible over manning of a specific work operation, which, in many instances, has resulted in such work operations being assigned to other crafts and subsequently resulted in jurisdictional disputes.

This letter should be read to the membership of your local Union at the next regular meeting and all job stewards must be acquainted with the subject matter contained herein.

Fraternally yours,

Signed John H. Lyons

*John H. Lyons*

**GENERAL PRESIDENT**

Signed Joel D. Drake

*Joel D. Drake*

**GENERAL SECRETARY**

CONSTRUCTION SITE JURISDICTIONAL AGREEMENT BETWEEN  
INTERNATIONAL UNION OF OPERATING ENGINEERS  
and

INTERNATIONAL ASSOCIATION OF BRIDGE,  
STRUCTURAL AND ORNAMENTAL IRON WORKERS

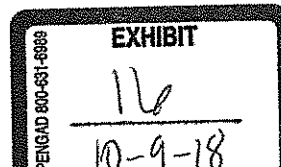
The undersigned Committees of the International Union of Operating Engineers and the International Association of Bridge, Structural and Ornamental Iron Workers have held numerous meetings and have consummated the following agreement to settle jurisdictional disputes between the two organizations on construction sites.

It is the purpose of this agreement to further improve the relationship between our respective trades, to settle jurisdictional disputes directly, to protect each other's proper jurisdiction from encroachment by others, and to mutually assist each other in organizing the unorganized.

This agreement shall not relate to nor have any bearing upon jurisdictional disputes that may now exist, or in the future arise, between either of these organizations with any other national or international union or subordinate body.

The respective Committees shall be continued and shall meet at least twice a year at a place and date determined by mutual agreement of the respective General Presidents.

If a jurisdictional dispute cannot be settled locally, or a question of interpretation arises as to the meaning or intent of this agreement, it shall be referred immediately to the respective General Presidents or their designees for an answer. There shall be no work stoppages pending settlement. It is agreed that all decisions and agreements between the two International Unions shall be considered operative and effective by each International Union except as clarified in this Memorandum of Agreement.



OOE-000562

## I - FORKLIFTS

The operation of forklifts shall be the work of Operating Engineers. Rigging in connection with the forklifts shall be the work of the Iron Workers.

## II - SIGNALLING - HIGHLINES, CRANES AND DERRICKS

Such duties required to initiate and/or relay signals by mechanical, electronic or electrical means, including hand signals, or paddles, directly to the Operator of the above referred to construction equipment is the work of the Iron Workers. The servicing and inspection of highlines is the work of the Iron Workers. The foregoing does not apply to excavation work.

## III - BRIDGE CRANES, DERRICKS AND DERRICK BARGES

a) Bridge Cranes - The operation of bridge cranes in fabrication shops established at construction sites is the work of the Operating Engineers.

b) Derricks - The operation of power equipment including agitated swing adapters on derricks shall be the work of Operating Engineers. Other types of swinging operations shall be performed by the Iron Workers. The erection thereof shall be the work of the Iron Workers.

c) Derrick Barges - The operation of deck engines on derrick barges shall be the work of the Operating Engineers.

## IV - ROCK, SAND AND GRAVEL PLANTS (Construction Jobsites)

Fabrication of structural steel framework, the assembly, setting and erection thereon of bins, hoppers, rigging of crusher components, shaker screens, pre-assembled conveyor sections and steel ladders will be performed by a composite crew. This is with the exception that erection of structural steel framework and all



rigging work shall be the work of the Iron Workers, and all mechanical work shall be the work of the Operating Engineers.

V - DISMANTLING AND LOADING OUT OF CONVEYORS  
AGGREGATE PLANTS, BATCH PLANTS, CABLE WAYS,  
REFRIGERATION PLANTS, ETC.

a) Handling of steel which includes burning off nuts and knocking out bolts shall be done by Iron Workers.

1) The Engineers will remove all rollers, disconnecting and dismantling mechanical equipment such as compressors, refrigeration units and power equipment connected thereon, and all rigging in connection with the above shall be the work of the Iron Workers.

b) The operation and servicing of the power equipment is recognized as the work of the Operating Engineers.

VI - PUMPS, COMPRESSORS, GENERATORS  
AND WELDING MACHINES

The operation, servicing and maintenance of pumps, compressors, generators, and welding machines (gasoline or diesel driven) shall be the work of the Operating Engineers.

VII - HIGHWAY TYPE (PORTABLE) BATCH  
PLANT, HOT PLANT AND ROCK PLANTS

The assembly and disassembly of the above type plants shall be the work of the Operating Engineers.

VIII - ERECTION AND DISMANTLING MONIGAN WALKING DRAGLINE,  
LAUNCHHAMMER BUCKET WHEEL EXCAVATOR AND SIMILAR  
TYPE EQUIPMENT, EXCLUDING TRENCHING MACHINES

It is understood and agreed that the erection and dismantling of Monigan Walking Dragline, Launchhammer Bucket Wheel Excavator, and similar type equipment, excluding trenching machines, shall be performed by a composite crew, fifty-fifty of Iron Workers and Operating Engineers.

IX - HIGHWAY AND EARTHMOVING PROJECTS

The unloading, loading out, assembly, disassembly and all other modifications, including boom changes and modifications on equipment coming within the jurisdiction of the International Union of Operating Engineers, shall be performed by members of the Operating Engineers.

X - CRANES USED ON STRUCTURAL STEEL ERECTION

Cranes used on structural steel erection where Iron Workers are to be working with power equipment in the erection of structural steel - the unloading, attaching, lengthening, shortening and dismantling or changing of booms and counterweights, the reeving of cables in topping lift, boom or jib for cranes used in connection with such work shall be performed by the Iron Workers plus the Operating Engineers who have been assigned to the crane.

It is understood if a crane is shipped and arrives on the project partially or completely disassembled, the Iron Workers will unload and rig the components into their proper position:

All mechanical adjustments of the parts of this operation such as take-ups, leveling and aligning of motor base, or bed plate, proper adjustment to the cats will be performed by the Operating Engineers who have been assigned to the crane and at least one heavy duty mechanic.

Unloading or loading out of such power equipment will be performed by the same crew.

XI - WORK ON ALL BUILDING, PRE-CAST CONCRETE  
AND INDUSTRIAL CONSTRUCTION, EXCLUDING  
STEEL ERECTION

On all building, pre-cast concrete and industrial construction, such as chemical plants, power houses, steel mills, refineries, etc., other than steel erection operations, on all multi-purpose cranes on which an Iron Workers' crew will be assigned to, it for their rigging operations by the contractor, the work shall be performed in the following manner and does not pertain to shop or mechanical yards on major construction projects where the Operating Engineers have established shops or mechanical yards.

1. Unloading of multi-purpose cranes shall be performed in the following manner:

Iron Workers shall perform necessary rigging and Operating Engineers shall perform all assembly, except as outlined below.

2. Loading out of multi-purpose cranes shall be performed in the opposite manner to the unloading operation;

i.e., power rigging by Iron Workers and disassembly shall be performed by Operating Engineers. The loading and unloading operation will be under the supervision of the Master Mechanic.

3. Boom modifications will be performed in the following manner:

a) When rig is working with Iron Workers all modifications will be performed by a composite crew of Iron Workers and Operating Engineers. What is meant by a composite crew of Operating Engineers

is an Engineer and Oiler who have been assigned to said rig. What is meant by a composite crew of Iron Workers is the number required to perform said modifications in a safe and expeditious manner.

- b) It is assumed that when another craft is assigned a rig or crane that the Operating Engineers will perform all boom modifications.

It is understood that if additional help is needed, Iron Workers will be called upon to assist.

It is agreed that all work in connection with booms will be performed as outlined above.

#### XII - TOWER CRANES AND SURVEY WORK

With respect to erection of tower cranes and survey work, these matters were thoroughly discussed. The respective Committees decided to defer action pending further studies.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS

INTERNATIONAL ASSOCIATION OF BRIDGE,  
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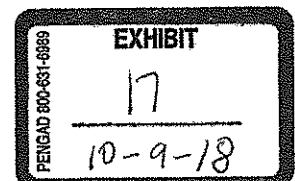
Leonard P. Mahoney  
Leonard P. Mahoney

August 19, 1970

OOE-000567

## Rented Forklift per job / hours

CINCINNATI - Valndalia/United/Equip Depot					COLUMBUS - Sunbelt Rental				Total	Operator Forklift hours
1	8/1/2017	7/31/2018	Hrs	4160	8/1/2017	7/31/2018	Hrs	7664	11824	0
2	8/1/2016	7/31/2017	Hrs	3912	8/1/2016	7/31/2017	Hrs	6736	10648	88
3	8/1/2015	7/31/2016	Hrs	392	8/1/2015	7/31/2016	Hrs	7584	7976	1158
4	8/1/2014	7/31/2015	Hrs	2384	8/1/2014	7/31/2015	Hrs	5232	7616	3308
5	8/1/2013	7/31/2014	Hrs	3336	8/1/2013	7/31/2014	Hrs	5372	8708	3506
6	8/1/2012	7/31/2013	Hrs	800	8/1/2012	7/31/2013	Hrs	4710	5510	2843
7	8/1/2011	7/31/2012	Hrs	528	8/1/2011	7/31/2012	Hrs	3198	3726	1741
8	8/1/2010	7/31/2011	Hrs	328	8/1/2010	7/31/2011	Hrs	2061	2389	1123
9	8/1/2009	7/31/2010	Hrs	0	8/1/2009	7/31/2010	Hrs	144	144	440



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